



**UNITED STATES MARINE CORPS**

1ST CIVIL AFFAIRS GROUP  
FORCE HEADQUARTERS GROUP  
MARINE FORCES RESERVE  
BOX 555123  
CAMP PENDLETON CA 92055-5123

5800  
CMD  
2 Nov 21

FIRST ENDORSEMENT on (b)(6), (b)(7)c ltr 5800 IO of 29 Oct 21

From: Commanding Officer

To: Commanding General, Force Headquarters Group

Subj: COMMAND INVESTIGATION INTO THE ALLEGATIONS OF COMMUNICATING  
THREATS, CHILD NEGLECT, AND CONDUCT UNBECOMING AN OFFICER IN  
CASE OF LIEUTENANT COLONEL ALEXANDER D. HOWARD 1158595806/0302  
USMCR

1. I reviewed this investigation in its entirety. The investigation is as comprehensive and complete as possible given the available facts and circumstances surrounding the subject incident. No further investigation is recommended.
2. I concur with the findings of fact, opinions, and recommendations of the investigating officer. Each of the allegations made was found to not be substantiated by the evidence. Since the allegations resulted from a contested divorce proceeding and an agreed support agreement, much of the concern over financial support will need to be renegotiated through civil courts. In addition, there is insufficient evidence to substantiate that Lieutenant Colonel Howard performed in a manner unbecoming of an officer. Recommend this case to be closed and full faith and support of Lieutenant Colonel Howard be maintained.
3. Point of contact at this command is

(b)(6), (b)(7)c



**UNITED STATES MARINE CORPS**  
DEPLOYMENT PROCESSING COMMAND/RESERVE SUPPORT UNIT WEST  
PO BOX 555111  
CAMP PENDLETON CA 92055-5111

IN REPLY REFER TO:  
5800  
IO  
29 Oct 21

From: (b)(6), (b)(7)c /7566 USMCR  
To: Commanding Officer, 1st Civil Affairs Group  
Subj: COMMAND INVESTIGATION INTO THE ALLEGATIONS OF COMMUNICATING  
THREATS, CHILD NEGLECT, AND CONDUCT UNBECOMING AN OFFICER IN CASE  
OF LIEUTENANT COLONEL ALEXANDER D. HOWARD 1158595806/0302 USMCR  
Ref: (a) JAGINST 5800.7G (JAGMAN)  
Encl: (1) Appointing Order  
(2) Correspondence from Elizabeth Howard to Major General Michael F. Fahey III  
(3) Preliminary Inquiry Conducted by (b)(6), (b)(7)c  
(4) Signed Joint Petition for Divorce and Separation Agreement Pages: 1, 8, 9, 10, 12, 13, 14, 19,  
24, 25, 26, 28 of 75  
(5) Lieutenant Colonel Alexander D. Howard's Phone Interview Summary  
(6) Ms. Elizabeth Howard's Phone Interview Summary  
(7) Carlisle Police Department Incident Report #20CAR-239-OF  
(8) Letter from Turco Legal to Lieutenant Colonel Alexander D. Howard  
(9) Email from (b)(6), (b)(7)c  
(10) Email between Lieutenant Colonel Alexander D. Howard and Elizabeth Howard Day Care  
(11) Email between Lieutenant Colonel Alexander D. Howard and Elizabeth Howard's Lawyer  
(12) Text Messages between Lieutenant Colonel Alexander D. Howard and Elizabeth Howard  
(13) Email between Lieutenant Colonel Alexander D. Howard and Elizabeth Howard Child Care  
(14) Nurture Whole Health Reproductive Acupuncture Medical Letter  
(15) Atrius Health Medical Letter  
(16) Carlisle Police Department Incident Report #21CAR-16-OF

**PRELIMINARY STATEMENT**

1. In accordance with reference (a) and enclosure (1), all reasonably available evidence was collected and all directives given by the Convening Authority (CA) have been met.

2. Serving as the Investigating Officer (IO) for this Command Investigation (CI), I conducted a thorough review into the circumstances surrounding the allegations of communicating threats, child neglect, and conduct unbecoming of an officer in the case of Lieutenant Colonel Alexander D. Howard. Due to geographic locations, all parties listed were contact via phone and all documentation received by the IO was via email. Original physical documents are held with the individuals listed below and on file at the Carlisle Police Department.

3. Personnel contacted:

a. (b)(6) Investigations and Civil Law Legal Advisor, Marine Force Reserve

b. (b)(6) Command Inspector General, Force

Subj: COMMAND INVESTIGATION INTO THE ALLEGATIONS OF COMMUNICATING THREATS, CHILD NEGLECT, AND CONDUCT UNBECOMING AN OFFICER IN CASE OF LIEUTENANT COLONEL ALEXANDER D. HOWARD 1158595806/0302 USMCR

Headquarters Group

- c. Lieutenant Colonel Alexander D. Howard, 1158595806, Executive Officer, 1st Civil Affairs Group
- d. Ms. Elizabeth Howard, Belmont, Massachusetts 02478 , Belmont, Massachusetts 02478
- e. (b)(6) , Inspector Instructor, 1st Civil Affairs Group
- f. Officer (b)(6) Carlisle Police Department, 41 Lowell Street, Carlisle, Massachusetts 01741

FINDINGS OF FACT

1. Ms. Elizabeth Howard has accused Lieutenant Colonel Alexander D. Howard with allegations of domestic and emotional abuse along with threats to her and their child Asher Howard. (Encl 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)
2. Ms. Elizabeth Howard mailed a letter describing the allegations to Major General Michael F. Fahey III on 18 June 2021. (Encl 2, 3)
3. A Preliminary Inquiry covering the allegations was completed by (b)(6) (b)(6) on 5 August 2021. (Encl 3)
4. Ms. Elizabeth Howard initiated the divorce in November 2020. (Encl 3, 5, 6)
5. Ms. Elizabeth Howard is seeking outside professional help in dealing with the emotional strain she is experiencing. (Encl 6, 7, 8, 16)
6. Lieutenant Colonel Alexander D. Howard and Ms. Elizabeth Howard filed and signed a separation agreement for divorce on 18 May 2021. (Encl 3, 4, 5, 6)
7. On 4 January 2021 Ms. Elizabeth Howard contacted the Carlisle Police Department over a domestic dispute with Lieutenant Colonel Alexander D. Howard. (Encl 3, 5, 6, 7)
8. Ms. Elizabeth Howard contacted the police for advice and did not believe that she or their son Asher Howard was in danger. (Encl 3, 6, 7, 16)
9. Lieutenant Colonel Alexander D. Howard was neither abusive prior nor angry during the police visit on 4 January 2021. (Encl 3, 5, 6, 7)
10. Ms. Elizabeth Howard did not want to obtain a restraining order against Lieutenant Colonel Alexander D. Howard. (Encl 3, 5, 6, 7, 16)
11. The Police did not find Lieutenant Colonel Alexander D. Howard to be a threat to Ms. Elizabeth Howard or Asher Howard on 4 January 2021. (Encl 5, 6, 7)
12. Ms. Elizabeth Howard claims that Lieutenant Colonel Alexander D. Howard physically abused her by intentionally elbowing her in the stomach. (Encl, 3, 6, 9, 16)
13. Ms. Elizabeth Howard cannot remember the date or time she visited the Carlisle Police Department.

Subj: COMMAND INVESTIGATION INTO THE ALLEGATIONS OF COMMUNICATING THREATS, CHILD NEGLECT, AND CONDUCT UNBECOMING AN OFFICER IN CASE OF LIEUTENANT COLONEL ALEXANDER D. HOWARD 1158595806/0302 USMCR

(Encl 6, 16)

14. The Carlisle Police Department determined that there was not enough evidence to press charges over the alleged elbowing incident. (Encl 3, 5, 6, 7, 16)

15. Ms. Elizabeth Howard stated that Lieutenant Colonel Alexander D. Howard has never punched or smacked her. (Encl 6)

16. Lieutenant Colonel Alexander D. Howard has stated that he has never physically harmed or physically abused Ms. Elizabeth Howard. (Encl 5, 6, 7)

17. Ms. Elizabeth Howard stated that she was behind a locked bathroom door at 0100 with her son and Lieutenant Colonel Alexander D. Howard was screaming, threatening her, and pounding on the door to be let into the bathroom. (Encl 6)

18. Ms. Elizabeth Howard stated she did not call the police over the 0100 bathroom incident. (Encl 6)

19. Lieutenant Colonel Alexander D. Howard stated that he has never verbally abused or pounded on a door that Ms. Elizabeth Howard was behind. (Encl 5)

20. Ms. Elizabeth Howard has stated that Lieutenant Colonel Alexander D. Howard is not contributing his share of the child support for their son Asher Howard. (Encl 2, 3, 6, 10, 11, 13)

21. Lieutenant Colonel Alexander D. Howard and Ms. Elizabeth Howard do not have a prenuptial Agreement which sets a defined amount of support while married. (Encl 5, 6)

22. Lieutenant Colonel Alexander D. Howard and Ms. Elizabeth Howard agreed and signed to child care responsibilities for both parties on 18 May 2021 in the Separation Agreement. (Encl 4, 5, 6, 10, 11)

23. Lieutenant Colonel Alexander D. Howard began payments of child care on the agreed date post sale of their marital house. (Encl 4, 5, 6, 10, 11)

24. Ms. Elizabeth Howard is responsible for paying any child-care expenses for Asher Howard during her parenting time. (Encl 4, 5, 6)

25. Ms. Elizabeth Howard with guidance from her personal lawyer was explained and understood all aspects of the separations agreement signed by both parties. (Encl 4, 5, 6)

26. Ms. Elizabeth Howard is responsible for obtaining, maintaining, and paying all costs associated with her own medical, dental, and vision insurance. (Encl 4)

27. Asher Howard's medical, dental, and vision insurance is covered by Lieutenant Colonel Alexander D. Howard. (Encl 4, 5)

28. Ms. Elizabeth Howard stated that Lieutenant Colonel Alexander D. Howard has threatened and harassed both her and Asher Howard. (Encl 2, 3, 6, 7, 9, 12, 16)

29. Lieutenant Colonel Alexander D. Howard has stated that he has never verbally threatened or verbally abused Ms. Elizabeth Howard. (Encl 5)



Subj: COMMAND INVESTIGATION INTO THE ALLEGATIONS OF COMMUNICATING THREATS, CHILD NEGLECT, AND CONDUCT UNBECOMING AN OFFICER IN CASE OF LIEUTENANT COLONEL ALEXANDER D. HOWARD 1158595806/0302 USMCR

30. Ms. Elizabeth Howard stated that Lieutenant Colonel Alexander D. Howard has photos and videos of her breast feeding and threatened to post them online. (Encl 3, 6, 9, 12)

31. Lieutenant Colonel Alexander D. Howard stated that he has never videotaped or recorded Ms. Elizabeth Howard without her knowing. (Encl 5)

32. Lieutenant Colonel Alexander D. Howard stated that he does not have any nude photos or videos of Ms. Elizabeth Howard. (Encl 5)

33. Ms. Elizabeth Howard stated that she has no proof that Lieutenant Colonel Alexander D. Howard has nude photos or videos of her breastfeeding. (Encl 6)

34. Ms. Elizabeth Howard stated that she questioned Lieutenant Colonel Alexander D. Howard faithfulness with other women during their relationship. (Encl 6)

35. Ms. Elizabeth Howard stated that she has no proof of Lieutenant Colonel Alexander D. Howard unfaithfulness with other women. (Encl 6)

36. Lieutenant Colonel Alexander D. Howard stated he has never been unfaithful or sought out a separate relationship during his marriage with Ms. Elizabeth Howard. (Encl 5)

37. On 7 November 2020 Ms. Elizabeth Howard traveled with Asher Howard to New Mexico to visit family. (Encl 5, 6, 8, 11)

38. Ms. Elizabeth Howard contacted Lieutenant Colonel Alexander D. Howard about travels via email on 19 October 2020 and 23 October 2020. (Encl 8)

39. Lieutenant Colonel Alexander D. Howard stated that he told Ms. Elizabeth Howard taking Asher Howard to New Mexico 'might' be considered kidnapping. (Encl 5)

40. On 28 October 2020 Turco Legal emailed Lieutenant Colonel Alexander D. Howard documentation about kidnapping claim and travels for Ms. Elizabeth Howard and Asher Howard. (Encl 8)

41. Lieutenant Colonel Alexander D. Howard stated he did not have an issue with Ms. Elizabeth Howard and Asher Howards travels on 7 November 2020. (Encl 5)

42. The 7 November 2020 traveling of Ms. Elizabeth Howard and Asher Howard was done prior to the divorce initiation process. (Encl 4, 8)

43. Lieutenant Colonel Alexander D. Howard supports travels for Ms. Elizabeth Howard and Asher Howard. (Encl 4, 5, 11)

44. Lieutenant Colonel Alexander D. Howard and Ms. Elizabeth Howard still care about each other's wellbeing. (Encl 5, 6)

#### OPINIONS

1. Ms. Elizabeth Howard is suffering emotional stress over the situations surrounding the separation from Lieutenant Colonel Alexander D. Howard. (FF 1, 2, 3, 4, 6, 7, 8, 15, 18, 24, 25, 26, 28, 30, 34, 40)

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2. Ms. Elizabeth Howard no longer trusts Lieutenant Colonel Alexander D. Howard in dealings with finances and custody agreements with their son Asher Howard. (FF 1, 2, 3, 4, 6, 7, 8, 15, 18, 24, 25, 26, 28, 30, 34, 40)
3. Lieutenant Colonel Alexander D. Howard and Ms. Elizabeth Howard communicate on a near daily basis throughout and post separations process. (FF 4, 23, 37, 38, 39, 41, 43)
4. Ms. Elizabeth Howard feels threatened by specific interactions with Lieutenant Colonel Alexander D. Howard. (FF 1, 2, 3, 4, 7, 12, 17, 28, 30)
5. Lieutenant Colonel Alexander D. Howard has never threatened Ms. Howard intentionally. (FF 9, 11, 14, 16, 19, 29, 41, 43)
6. Lieutenant Colonel Alexander D. Howard has never hit, struck, or physically harmed Ms. Elizabeth Howard. (FF 8, 9, 11, 14, 16, 19, 29)
7. On 4 January 2021 the Police Officers found no evidence of physical harm or threats from Lieutenant Colonel Alexander D. Howard to Ms. Elizabeth Howard. (FF 8, 9, 10, 11, 14)
8. After the police house visit, 911 call, and Police Department visit, Ms. Elizabeth Howard was offered to submit for a restraining order against Lieutenant Colonel Alexander D. Howard and declined each time. (FF 10)
9. Ms. Elizabeth Howard does not believe Lieutenant Colonel Alexander D. Howard is contributing enough with the fair amount of child support for Asher Howard. (FF 1, 2, 3, 6, 21, 24, 26)
10. Ms. Elizabeth Howard believes Lieutenant Colonel Alexander D. Howard was putting their son Asher Howard in potentially hazardous situations. (FF 1, 2, 3, 4, 7, 8, 12, 17, 20)
11. Asher Howard has never been intentionally placed into hazardous situations by Lieutenant Colonel Alexander D. Howard. (FF 9, 11, 14, 16, 19, 29)
12. Ms. Elizabeth Howard feels like she signed the separations agreement under false understandings. (FF 1, 2, 3, 20, 21, 24, 26)
13. Ms. Elizabeth Howard has regret over the child care agreements both parties signed too. (FF 1, 2, 3, 20, 21, 24, 26)
14. Ms. Elizabeth Howard was explained and aware of the details within the separations agreement signed by both parties. (FF 6, 22, 25)
15. Lieutenant Colonel Alexander D. Howard is supporting and contributing to his son Asher Howard. (FF 6, 22, 23, 27)
16. There is no child neglect from Lieutenant Colonel Alexander D. Howard to Asher Howard. (FF 6, 11, 22, 23, 27)
17. Lieutenant Colonel Alexander D. Howard is following the signed child support agreement with Ms. Elizabeth Howard for Asher Howard. (FF 6, 22, 23, 25, 27)

Subj: COMMAND INVESTIGATION INTO THE ALLEGATIONS OF COMMUNICATING THREATS, CHILD NEGLECT, AND CONDUCT UNBECOMING AN OFFICER IN CASE OF LIEUTENANT COLONEL ALEXANDER D. HOWARD 1158595806/0302 USMCR

18. Lieutenant Colonel Alexander D. Howard in not withholding funds from Ms. Elizabeth Howard. (FF 6, 22, 23, 25, 27)
19. Asher Howard medical, dental, and vision insurance is still covered by Lieutenant Colonel Alexander D. Howard. (FF 6, 27)
20. Lieutenant Colonel Alexander D. Howard does not possess nude photos or videos of Ms. Elizabeth Howard breastfeeding. (FF 31, 32, 33)
21. Lieutenant Colonel Alexander D. Howard has never posted online nude photos or breastfeeding videos of Ms. Elizabeth Howard. (FF 31, 32, 33)
22. Lieutenant Colonel Alexander D. Howard was informed of the 7 November 2020 trip to New Mexico for Ms. Elizabeth Howard and Asher Howard. (FF 37, 38, 40)
23. Lieutenant Colonel Alexander D. Howard said the travel might be construed as kidnapping to Ms. Elizabeth Howard. (FF 39)
24. Ms. Elizabeth Howard took appropriate action and was in legal right to travel with Asher Howard to New Mexico. (FF 37, 38, 40, 42)
25. Lieutenant Colonel Alexander D. Howard does not have an issue and supports Ms. Elizabeth Howard traveling with Asher Howard. (FF 41, 42, 43)
26. Lieutenant Colonel Alexander D. Howard has not been unfaithful to Ms. Elizabeth Howard during their marriage. (FF 35, 36)
27. Lieutenant Colonel Alexander D. Howard has not acted or displayed conduct unbecoming an officer. (FF 9, 10, 11, 14, 15, 16, 19, 22, 23, 27, 29, 31, 32, 33, 35, 36, 43, 44)

#### RECOMMENDATION

1. I recommend no further action in the case concerning Lieutenant Colonel Alexander D. Howard.
2. The point of contact regarding this matter is (b)(6), (b)(7)c at (b)(6), (b)(7)c

(b)(6), (b)(7)c



**UNITED STATES MARINE CORPS**  
1ST CIVIL AFFAIRS GROUP  
FORCE HEADQUARTERS GROUP  
MARINE FORCES RESERVE  
BOX 555123, BUILDING 210822  
CAMP PENDLETON, CALIFORNIA 92055-5123

5800  
LEG  
22 Sep 21

From: Commanding Officer, 1st Civil Affairs Group

To: (b)(6), (b)(7)c

7566 USMC

Subj: **COMMAND INVESTIGATION INTO THE ALLEGATIONS OF COMMUNICATING  
THREATS, CHILD NEGLECT, AND CONDUCT UNBECOMING AN OFFICER IN CASE OF  
LIEUTENANT COLONEL ALEXANDER D. HOWARD 1158595806/0302 USMCR**

Ref: (a) JAG Instruction 5800.7F (JAGMAN)

1. In accordance with the reference, you are appointed to conduct an investigation, as soon as practical, into the allegations of communicating threats, child neglect, and conduct unbecoming an officer involving Lieutenant Colonel Howard.
2. You are to inquire into all facts and circumstances surrounding the allegations mentioned above. You must investigate fault or neglect of anyone involved. Report your findings of fact, opinions, and recommendations no later than 29 October 21.
3. You are to ensure that military personnel are fully identified, i.e., grade, full name, Department of Defense Identification Number, and unit, the first time they are mentioned in the inquiry. Civilians will be identified by their name and mailing address.
4. This inquiry becomes your primary duty until all of the requirements in paragraph 2 and 3 are met.
5. Report to the FHG SJA for a formal brief on the preparation of this report before you commence your investigation.

(b)(6), (b)(7)c

ENCLOSURE (1)

Liz Howard  
485 Common St, Belmont, MA 02478; (857)319-8560; [liz.roney@gmail.com](mailto:liz.roney@gmail.com)

June 18, 2021

Maj. Gen. Michael F. Fahey  
Commanding General, 4<sup>th</sup> Marine Division  
2000 Opelousas Ave  
New Orleans, LA 70114

General Fahey:

I am writing to inform you of the behavior of my soon-to-be ex-spouse, Alexander Howard. This letter is largely FYSA and is written with curiosity about the manner in which Marine Corps Officers are expected to behave outside of an official military capacity, especially when they have been in a command position. More importantly, it is an attempt to ask for help in supporting a troubled officer under your command and the family that he has wounded.

Upon reviewing the Congressional Research Service's document, "Military Families and Intimate Partner Violence: Background and Issues for Congress" (<https://crsreports.congress.gov/R46097>) I came to understand how Intimate Partner Violence (IPV) is defined and how the DOD defines domestic abuse and the four types of abusive behavior to include: physical abuse, emotional abuse, sexual abuse, and neglect of spouse. I believe his behaviors clearly fit within the category of emotional abuse, if not others. To establish relevance to this letter, Alex and I are still (as this is written) married, though we are pursuing a divorce, and we have one very young child together. This categorizes our relationship as an "Intimate Partnership" per the cited document's definitions. Below is a brief description of why I believe our relationship fits this document's definition of domestic abuse. This is hardly an exhaustive list, but instead, simply a snapshot of instances. I have others well documented if necessary.

**Domestic Abuse:**

- "Economic control"
  - Withholding money for childcare prior to our separation. (Documentation available but not attached)
    - We had an agreement to share the expense of childcare at a percentage determined relative to our incomes. His share of \$1,173.25 from our time living together is unpaid.

ENCLOSURE (2)

- Withholding money for a mutually agreed upon daycare since our physical separation. Daycare began 17 May 2020. (Documentation available but not attached)
  - I negotiated a discounted rate of \$420/week with the daycare since his lack of contribution is causing such an extreme financial hardship for me
  - The normal rate is \$500/week with Alex's employee discount from Raytheon
  - To date his agreed upon contribution should be \$1,462.50 (with the discount I arranged); this number will increase \$420 each week until our house sells; then Alex will begin paying child support
- *"Interference with personal liberty that is directed toward a person who is a current or former spouse, a person with whom the abuser shares a child in common..."*
  - History of excessive calling/FaceTime 5-7 times in a row when I cannot answer the phone (Documentation available but not attached)
  - Harassing texts when I would leave the house suggesting that I kidnapped the baby when the child and I were doing errands or playing at a playground and threatening not to feed the child if I left the house to work (Documentation available but not attached)
  - See the attached letter from one of my lawyers to Alex when he threatened to report me to the police for kidnapping our child if I visited my parents over the Thanksgiving holiday with the baby.

**Emotional Abuse:**

- *"Restricting access to economic resources or benefits"*
  - Threats to report my name to creditors if I didn't do as he instructed (Documentation available but not attached)
  - Alex denied the medical use of our Health Savings Account during our marriage (Documentation available but not attached)
- *"Threatening to harm the individual's children, pets, or property"*
  - See the attached police report as one example of many where Alex physically withheld my nursing infant from me as a control tactic.

As an additional note to the points mentioned regarding "economic control" above: I signed a separation agreement in haste in order to escape the intolerable environment that defined our short-term marriage and failed to consider how cunning Alex might be in acts of retaliation. His attempts at economic control could technically be allowable in civilian court per said separation agreement. Though the allowability is somewhat dubious, it would create an even greater financial and emotional hardship for me to pursue further action legally. This type of perceived "win" for Alex has not lessened his aggressive behaviors towards me. This is so true, that I had to ask my lawyer to be the intermediary between us for all matters outside of those directly relating to our child. Perhaps this is of little interest to you, but perhaps some restraint and decency is expected of one of your officers.



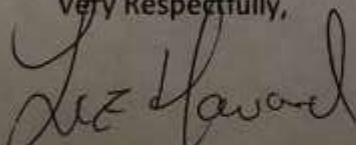
Again, General, I am writing to you with an amount of curiosity. Bearing in mind the prevalantly advertised motto of the Marine Corps, *ductus exemplo*, an outsider might think that leading by example would extend to all-encompassing behaviors of an officer, even (or maybe especially) those behaviors relating to the officer's actions in their family life. Several law firms have found success in arguing against military codes of conduct by asserting that these codes only pertain to a military member's behavior while in an official capacity. Is that true? It seems such arguments are inconsistently won and are convoluted by unpredictable rulings. Upon a quick Google search, there is an old unclassified memo for the then Commandant of The Marines, General J.L. Jones, which states a "no tolerance policy" for domestic abuse in the USMC. The actual conclusion as to how these matters are handled seems to be unclear. Hence, my curiosity.

Over the past few months, I have considered reaching out to you. At first, I wanted to ask for your assistance in encouraging Alex to behave with a bit more civility. I was advised by the Carlisle, MA Police Department (copy of one police report is enclosed) to consider pursuing a restraining order. However, I am aware of the extreme impacts of such an order on the life and career of someone who works almost exclusively in a government (or government contractor) capacity. So, I hesitated to seek your support or theirs. As things escalated, I considered inquiring if the Marines had any assistance to offer someone in my position for negative physical, emotional, and financial hardships associated with the marriage to a person who fits the description above. But I am not naïve to the fact requests such as these might easily be dismissed as "emotional" as victims of domestic abuse are often labeled. So, I hesitated again.

Upon deep reflection though, I have come to the conclusion that Alex needs support as well. After 7 months of considering contacting you, I cannot hesitate any longer. It is my belief that the only voice that might garner Alex's attention is one from the USMC. And while I do ask for your support of my situation, I think it right to also illuminate the turmoil Alex must be in. This is his second divorce. He takes little responsibility for either relationship and surely would claim all of the above is untrue, even though these points and others are clearly documented and/or traceable. As such, his self-growth may be at risk, and he is potentially providing a model for other Marines that differs from the ideal. Because force preservation is only as good as its background information, it is with hope and good will that I am sending you this letter. In the truest sincerity, I pray that you might have a way to support Alex. I clearly was not able to.

Thank you for your time and disposition decision on this matter.

Very Respectfully,



Liz Howard



**UNITED STATES MARINE CORPS**  
FORCE HEADQUARTERS GROUP  
MARINE FORCES RESERVE  
2000 OPELOUSAS AVENUE  
NEW ORLEANS, LOUISIANA 70114-1500

5000-19  
CIG  
5 Aug 21

From: Command Inspector General, Force Headquarters Group  
To: Commanding General, Force Headquarters Group

Subj: PRELIMINARY INQUIRY INTO THE CIRCUMSTANCES SURROUNDING MS.  
ELIZABETH HOWARD'S CORRESPONDENCE DATED 18 JUN 2021

Ref: (a) JAGINST 5800.7F (JAGMAN)

Encl: (1) Appointing Order  
(2) Correspondence from Ms. Howard to Major General Michael F. Fahey dated 18 Jun 2021

**PRELIMINARY STATEMENT**

1. This reports completion was conducted in accordance with reference (a) and enclosure (1). All reasonably available evidence was collected and all directives given by the Convening Authority have been met.

2. Serving as the Investigating Officer (IO) for this Preliminary Inquiry, the Force Headquarters Group (FHG) Command Inspector General conducted an initial assessment concerning the authenticity and credibility of the correspondence from Ms. Elizabeth Howard to Major General Michael F. Fahey dated 18 June 2021. Specifically that she feels a victim of domestic and emotional abuse from her separated husband.

3. Personnel contacted:

a. Ms. Elizabeth Howard; 485 Common St, Belmont MA 02478; 857-319-8560, [liz.roney@gmail.com](mailto:liz.roney@gmail.com). She is the separated spouse of Lieutenant Colonel Alexander David Howard, 1158595806/0302 USMCR.

b. (b)(6), (b)(7)c Investigations Legal Advisor, MARFORRES, was consulted for a pre-inquiry brief regarding the Preliminary Inquiry.

4. Materials reviewed: Correspondence from Ms. Howard to Major General Michael F. Fahey dated 18 June 2021 that includes a personal letter to Major General Fahey with same date, legal correspondence from Turco Legal to Lieutenant Colonel Howard dated 28 October 2020, and a Carlisle Police Department Incident Report Incident #: 20CAR-239-OF/Call #: 20-11425 dated 4 January 2021.

ENCLOSURE (3)



SUMMARY OF FINDINGS

5. Summary of Findings:

a. Ms. Howard is a civilian who is currently separated from Lieutenant Colonel Howard, an SMCR Marine currently serving as the XO for 1st Civil Affairs Group, Camp Pendleton, FHG. They have one son together, Asher Howard, who was born on 14 November 2019. On 18 June 2021, Ms. Howard wrote a letter to Major General Fahey to inform him on her separation from Lieutenant Colonel Howard. The letter expresses her concerns with Lieutenant Colonel Howard, particularly how she feels she has been a victim of domestic abuse during the course of their marriage.

b. Ms. Howard's feels she is a victim of Domestic Abuse under "economic control" and "interference with personal liberty" as well as Emotional Abuse under "restricting access to economic resources or benefits" and "threatening to harm the individual's children." Specific instances include withholding money for childcare purposes, excessive calling and harassing text messages, threats to report her name to creditors, and physically withholding access to the minor child. The correspondence to Major General Fahey also includes two specific instances where Ms. Howard utilized external support to manage the situation.

c. The first situation is legal correspondence from Turco Legal to Lieutenant Colonel Howard dated 28 October 2020. Prior to the Thanksgiving period of 2020, Ms. Howard had made plans for her and her son to visit family in New Mexico. Ms. Howard claimed that Lieutenant Colonel Howard threatened to report her for parental kidnapping should she take the son on the trip. The legal correspondence states that Ms. Howard does have the legal right to travel with her son.

d. The second situation is a police department report dated 4 January 2021 where Ms. Howard contacted the Carlisle Police Department on the afternoon of 20 December 2020 for a report of a domestic related incident. Ms. Howard called the station asking for advice on how to handle her husband when he would not allow her to hold the child. Police were dispatched to the scene where they did not witness any violence but did state to Ms. Howard that she could file for a restraining order if needed and they provided the contact information to the Domestic Violence Services Network.

e. On 4 August 2021, FHG received the correspondence from Ms. Howard where the decision was made to initiate a Preliminary Inquiry into the situation. Ms. Howard was contacted later that day to inform her that the FHG had received the complaint she sent, was inquiring into the allegations, and was following up to gather more information. Ms. Howard stated that she did not feel unsafe, particularly as she had found new housing arrangements in early May 2021 and was no longer living in the same location as Lieutenant Colonel Howard.

f. On 5 August 2021, follow up contact was made with Ms. Howard to discuss the situation more in-depth to obtain more information on the situation and verify her claims. For background information, the couple met in 2018 and a year later were married in September 2019. The couple had a child together who was born in November 2019. During the course of 2020, the couple was having marital problems and Ms. Howard filed for divorce in November 2020. Due

Subj: PRELIMINARY INQUIRY INTO THE CIRCUMSTANCES SURROUNDING MS. ELIZABETH HOWARD'S CORRESPONDENCE DATED 18 JUN 2021

to delays in court hearings based on the COVID-19 situation, the couple is still awaiting a hearing which is scheduled for September 2021.

g. Ms. Howard claims that there was one instance of physical abuse where she was intentionally elbowed in the stomach. A police report was filed in this case; however, the police department determination was that there was not enough evidence to press charges in that situation. This documentation is on file with the Carlisle Police Department. She states that this is the only physical altercation the couple had during the course of the marriage.

h. Ms. Howard also claims that there have been repeated instances of emotional abuse where Lieutenant Colonel Howard has tried to weaponize the child. In addition, she claims that Lieutenant Colonel Howard has been controlling during the course of their marriage and has attempted to use leverage over her to get what he wants. One example being that he filmed Ms. Howard breast feeding and has threatened to use that video evidence against her. Ms. Howard states she does have evidence and documentation to back up the claim she is a victim of emotional abuse.

i. In early May 2021, the couple signed a Separation Agreement to establish a financial support structure and implement a custody arrangement. Ms. Howard claims that she is not receiving money from Lieutenant Colonel Howard for child support purposes and argues that Lieutenant Colonel Howard was not forthcoming on his financial situation. Namely, that he is hiding financial assets and not using funds provided to him by his civilian employer to provide care for the child. Ms. Howard claims she signed the Separation Agreement under duress which is now causing her emotional angst.

### RECOMMENDATIONS

1. Recommendation: The information gathered by the Preliminary Inquiry warrants a Command Investigation. Appoint an Investigating Officer to conduct a Command Investigation into the claim of domestic and emotional abuse of Ms. Howard by Lieutenant Colonel Howard.

2. The point of contact for this investigation is (b)(6), (b)(7)c at

(b)(6), (b)(7)c

GULLEY & STRACCIA, P.C.

*Attorneys at Law*

24 Glenwood Avenue

Walpole, MA 02081

Tel. (508) 660-6900, Fax (508) 660-7139

James E. Gulley, Esq.  
Pasquale Straccia, Esq.  
Vincent Bartucca, Esq.

Janet Mattsdon, Paralegal  
Ryan J. Gulley, Paralegal

May 24, 2021

Probate and Family Court Department  
MIDDLESEX DIVISION  
ATTN: DIVORCE DEPARTMENT  
370 Jackson Street, 5<sup>th</sup> Floor  
Lowell, MA 01852

RE: Elisabeth Howard & Alexander Howard  
Middlesex Probate and Family Court, Docket No.

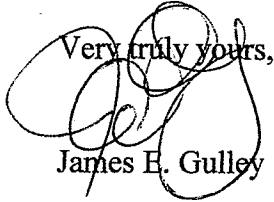
Dear Sir/Madam,

Please find enclosed the following:

1. Request for Uncontested Trial Assignment,
2. Joint Petition for Divorce;
3. Marriage Certificate;
4. Report of Absolute Divorce (R-408);
5. Affidavit Disclosing Care and Custody;
6. Affidavit of Irretrievable Breakdown;
7. Military Affidavit;
8. Separation Agreement;
9. Parenting Certificate, Alexander Howard;
10. Parenting Certificate, Elisabeth Howard;
11. Financial Statement, Alexander Howard;
12. Financial Statement, Elisabeth Howard; and
13. Child Support Guidelines;'
14. My Firm Check in the Amount of \$215.00

Kindly file and docket the same in your usual course. Please assign the matter for an uncontested hearing at your earliest date. Thank you for your courtesy and assistance in this matter.

Very truly yours,

  
James E. Gulley

ENCLOSURE (4)

COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT  
PROBATE AND FAMILY COURT DEPARTMENT

*Middlesex*

~~Bristol~~ DIVISION

DOCKET NO.

ELISABETH HOWARD  
Co-Petitioner

&

ALEXANDER HOWARD  
Co-Petitioner

**AFFIDAVIT OF IRRETRIEVABLE BREAKDOWN OF MARRIAGE  
PURSUANT TO G.L.c. 208, sec 1A**

WE, Elisabeth Howard of Belmont, Middlesex County, and the Commonwealth of Massachusetts, and Alexander Howard of Carlisle, Middlesex County, and the Commonwealth of Massachusetts, the undersigned herein, first being duly sworn, depose and say that:

1. We are the parties to the within Joint Petition for Divorce.
2. We were married on September 1, 2018 at San Francisco, California and last lived together at Carlisle within the Commonwealth of Massachusetts in May 2021. There was one child born of our marriage:

Asher David Howard, born November 14, 2019.

3. During the course of our marriage, we became aware that we held disparate views on the purpose and goal of our marriage. Our differences increased and became substantial such that we were unable to achieve harmony in our marital relationship or in the sharing of a mutual lifestyle. Our relationship continued to deteriorate resulting in an emotional and physical estrangement from each other. When it became apparent to us that we were unable to resolve our

ENCLOSURE (4)

*EW*

disagreements we decided to terminate our marriage. We have carefully considered our marital relationship and have concluded that our marriage is irretrievably broken and, further, that there is no hope of our reconciliation.

4. Therefore, we respectfully request that the Court determine that our marriage is irretrievably broken and grant us a divorce in accordance with the provisions of G.L.c. 208, sec. 1A.

5. In entering into the Agreement which we hereby submit to the Court for approval, we have considered all the mandatory and discretionary factors delineated in G. L. c. 208, sec. 34. We have reviewed the Agreement filed herewith, understanding its provisions, and believe that it fully comports with the intent and the standards as set forth in G.L. c. 208, sec. 34 and thus fairly resolves our mutual rights and obligations.

THHEREFORE, we request that this Honorable Court approve said Agreement, incorporate it in its Judgment and further provide that the Agreement survive as an independent contract. *with the exception of alimony, all child-related matters, and the medical, dental, life insurance provisions which shall merge.*

AA  
EH

Elisabeth Howard  
Elisabeth Howard

Alexander Howard  
Alexander Howard

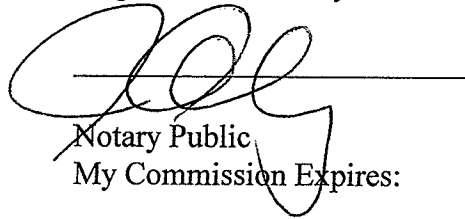
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

On this 18 day of May, 2021, before me, the undersigned notary public, personally appeared Elisabeth Howard, proved to me through satisfactory evidence of identification, which were MA Lic, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



JAMES E. GULLEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 12, 2022

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

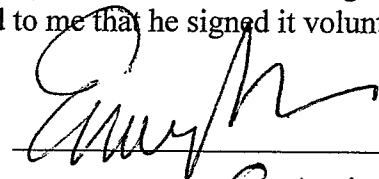
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this 19<sup>th</sup> day of May, 2021, before me, the undersigned notary public, personally appeared Alexander Howard, proved to me through satisfactory evidence of identification, which were Personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



EMILY A. WEBER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 7, 2025

  
\_\_\_\_\_  
Notary Public Emily A. Weber  
My Commission Expires: 03-07-2025

COMMONWEALTH OF MASSACHUSETTS  
Probate and Family Court

MIDDLESEX, SS

Docket No. \_\_\_\_\_

\_\_\_\_\_  
ELISABETH HOWARD,  
Co-Petitioner

and

\_\_\_\_\_  
ALEXANDER HOWARD,  
Co-Petitioner

**SEPARATION AGREEMENT**

**STATEMENT OF FACTS**

This agreement is made between Elisabeth Howard, of 43 Fifty Acre Way, Carlisle, Massachusetts, 01741 (hereinafter referred to as the "Wife") and Alexander Howard, of 43 Fifty Acre Way, Carlisle, Massachusetts, 01741 (hereinafter referred to as the "Husband"). All references in this Agreement to "the parties" shall mean the above-named husband and wife.

The parties were married on September 1, 2018 in San Francisco, California. One (1) child was born during this marriage, namely: Asher David Howard (DOB 11/14/2019).

The parties have been living together but had an irretrievable breakdown of the marriage on or about September 27, 2020. The parties submitted a Joint Petition for Divorce in the Middlesex County Probate and Family Court.

**PURPOSE OF AGREEMENT**

The Husband and Wife desire to enter into this Separation Agreement to fully and finally settle and adjust between them all matters currently pending which relate to the interests and obligations of each with respect to, but not limited to:

- a) All property rights and claims to property;
- b) Alimony and/or spousal support;
- c) Support for the parties' child;
- d) Custody of the parties' child;

- e) A parenting plan for the parties' child;
- f) Assignment of debts and/or liabilities;
- g) The conditions of the parties living together and apart from one another;
- h) Property and estate rights in the case of the death of either party prior to the entry of the final Judgment of Divorce;
- i) Property and estate rights between the parties after the death of either party or the entry of the final Judgment of Divorce;
- j) All other rights and obligations arising from the marital relationship; and
- k) All other matters which should be settled in view of the existing Divorce Complaint.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and covenants herein contained, the parties agree as follows:

1. INDEPENDENT LEGAL COUNSEL

Each party has had the right to consult with independent legal counsel of his or her own choosing. Elisabeth Howard is represented by James E. Gulley, Esq. of Gulley & Straccia, PC, 24 Glenwood Avenue, Walpole, MA 02081. Alexander Howard was represented in the negotiation of this Separation Agreement by Emily A. Weber, Esq. of Mavrides Law, 10 High Street, Suite 1002, Boston, MA 02110. Each party understands his or her legal rights and all the facts and circumstances herein set forth.

2. DISCLOSURE OF ASSETS

The parties represent, warrant, and acknowledge that each has fully and completely described his or her assets and liabilities to the other party through discovery and by the exchange of copies of current Supplemental Rule 401 Financial Statements, duplicate signed copies of which shall be filed with the Court. The property referred to in this Agreement represents all of the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly. Neither party holds any undisclosed assets or has any undisclosed beneficial interests or entitlements. Each party is relying on the accuracy of the other party's Financial Statements in executing this Agreement.

3. ADEQUACY OF DISCOVERY

Each party has carefully considered the future projected income, financial resources, liabilities and expenses of the other and of themselves, and the within Agreement is executed based upon the said knowledge of each.



It is agreed and understood by the parties that each has been afforded the opportunity for full discovery of any and all pertinent data with regard to the assets, liabilities, income and expenses of the other. Each party waives his or her rights to further discovery, fully cognizant of those rights. Failure of either the Husband or the Wife to institute such discovery procedures or to undertake further discovery proceedings prior to the execution of this Agreement shall not affect the validity of this Agreement in any way.

4. ENTIRE AGREEMENT

The parties further acknowledge and declare that this Agreement contains the entire agreement between the parties and that there are no agreements, promises, terms, conditions or understandings and no representations or inducements leading to the execution hereof, expressed or implied, other than those herein set forth and that no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect.

This Agreement supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to any subject matter hereof. Both parties acknowledge that neither party nor counsel have made or relied upon any promises, warranties, terms, understandings or representations that are not set forth in this Agreement. Neither of the parties has relied on any promise, warranty, or representation except as expressly contained herein.

5. VOLUNTARY EXECUTION

Each party expressly states and agrees that each believes this Agreement to be fair, just and reasonable, and that each has executed this Agreement freely and voluntarily. Each party has read, line by line, and each understands, all the provisions of this Agreement. The parties each declare and acknowledge that each of them has ascertained, weighed and fully understands the position, circumstances, income, financial resources, expenses and prospects of the other, and the terms, provisions and conditions of the within Agreement and believes its terms, provisions and conditions to be fair, reasonable and acceptable, given all of the facts and circumstances.

Each party freely and fully accepts the terms, conditions and provisions of this Agreement. Each party enters into this Agreement freely and voluntarily and without any coercion whatsoever. Each party expressly intends to be bound by all provisions of this Agreement.

6. EXHIBITS

All references to "the Agreement" shall mean within Agreement and all Exhibits, if any, attached hereto and incorporated by reference herein.

Exhibits A through I are annexed hereto and hereby made a part hereof. The parties agree to be bound by and perform and carry out the terms of any Exhibit or Addenda to the within Agreement to the same extent as if such Exhibit or Addenda were fully set forth in the text of the within Agreement.

parties intend that this Agreement shall be binding upon the parties, their administrators, executors and heirs, and that their estates be administered in accordance with the intention of this Agreement and the provisions set forth herein.

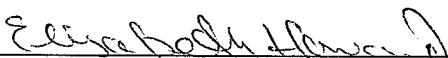
The obligations of a party shall cease upon the earlier of the termination of his or her obligations as provided hereunder or the death of such party, except that any support arrearages, life insurance benefits, and payment of assets or debts required hereunder shall be a claim against the estate of the deceased party.


22. DIVISION OF OMITTED OR NON-DISCLOSED ASSETS

The property referred to in this Agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately, or by the parties jointly. Notwithstanding, if any assets exist which were not divided in the property division and/or disclosed on the financial statements, whether intentionally or mistakenly omitted, then such assets shall remain subject to division in the future. If, in the future, either party becomes aware of an asset which was not divided in the property division and/or was intentionally or mistakenly omitted on either party's financial statement, they shall immediately notify the other party and the asset shall then be divided.

23. This Agreement shall be EXECUTED in several counterparts, each of which shall be deemed part of the original and constituting together one and the same instrument, this being one of the said counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

  
Elisabeth Howard

  
Alexander Howard

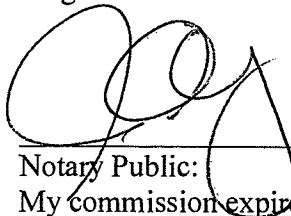
COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

On this 18<sup>TH</sup> day of MAY, 2021, before me, the undersigned notary public, personally appeared Elisabeth Howard, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



**JAMES E. GULLEY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 12, 2022

  
Notary Public:  
My commission expires:

1. Halloween: The parties shall follow the regular parenting schedule for Halloween; however, both parties shall be entitled to be present for trick-or-treating, for as long as Asher participates in same.
2. Thanksgiving: The parties shall alternate the Thanksgiving holiday with the child, with Father having even-numbered years, and Mother having odd-numbered years. The Thanksgiving holiday as used herein shall be defined as Thanksgiving Day morning until Sunday afternoon.
3. Christmas: The parties shall alternate the Christmas holiday with the child, with Mother having even-numbered years, and Father having odd-numbered years. The Christmas holiday as used herein shall be defined as Christmas Eve afternoon until Christmas Day afternoon.
4. Easter: The parties shall alternate the Easter holiday with the child, with Mother having even-numbered years, and Father having odd-numbered years. The Easter holiday as used herein shall be defined as the afternoon the day before Easter until the afternoon of Easter day.
5. Mother's Day: Mother shall have parenting time with the child on each and every Mother's Day from the afternoon the day before Mother's Day until the afternoon of Mother's Day.

Father's Day: The Father shall have parenting time with the child on each and every Father's Day from the afternoon the day before Father's Day until the afternoon of Father's Day.

6. Memorial Day: Whoever has the immediately preceding weekend with the child, shall keep the child through Memorial Day afternoon.

Labor Day: Whoever has the immediately preceding weekend with the child, shall keep the child through Labor Day afternoon.

7. Independence Day: The parties shall alternate the Independence Day holiday with the child, with Mother having the child even-numbered years, and Father having the child odd-numbered years. If Independence Day falls on a Tuesday, Wednesday, or Thursday, the Independence Day holiday shall be defined as 8:00 a.m. the day of, until 8:00 a.m. the day after. If Independence Day falls on a Saturday or Sunday, the Independence Day holiday shall be defined as Friday after work until Monday morning at 8 a.m. If Independence Day falls on a Monday or Friday, the Independence Day holiday shall include the long weekend, specifically Independence Day and Saturday and Sunday.
8. Child's Birthday: Each party shall be entitled to reasonable time with Asher on his birthday each year. Said "reasonable time" as used herein shall be mutually

agreed upon by the parties in advance, agreement not to be unreasonably withheld or delayed.

9. Parents' Birthdays: Each party shall be entitled to reasonable time with Asher on their respective birthday's each year. Said "reasonable time" as used herein shall be mutually agreed upon by the parties in advance, agreement not to be unreasonably withheld or delayed.
10. Each party shall be entitled to up to two (2) non-consecutive weeks of vacation time with the child per year. A vacation week shall be defined as five (5) weekdays plus one (1) of the parties' weekends pursuant to the regular parenting schedule. In the event of a conflict in chosen vacation weeks, Mother shall have first choice in even-numbered years and Father shall have first choice in odd-numbered years.
11. Holiday and vacation parenting time shall supersede regularly scheduled parenting time. In the event of a conflict, the holiday parenting schedule shall supersede the vacation parenting schedule.
12. The regularly scheduled parenting plan shall be followed at the conclusion of each holiday and vacation time as defined above.
7. Both parties shall have the right to remove the child from the Commonwealth of Massachusetts for trips and vacations. For any trip over 24 hours or to include an overnight(s), the traveling party shall provide the travel destination to the other party at least three (3) days in advance, as well as an itinerary (address where the child will be staying, dates of travel, flight number). If a party desires to take the child out of the country for a trip or within the country by plane, the non-traveling party shall ensure that the traveling party has the child's passport and signed travel consent forms in his or her possession at least thirty (30) days before the voyage. It shall be the responsibility of the party taking the child out of the country to ensure that the child has all required paperwork and that the child has all of the inoculations/medication recommended for the trip, same to be determined by the child's pediatrician.
8. The parties shall share the cost of the child's passport equally upon the parties obtaining a passport for the child in the future.
9. The parties acknowledge and understand that from time to time, there will be a need for flexibility and fairness in changing the parenting schedule as it relates to the professional and personal needs of the parties and the needs of the child. The parties agree to confer on a regular basis and cooperate with each other in reasonably altering their schedules to allow for such flexibility and fairness in meeting their respective needs and the needs of the child within the parameters of the above-stated parenting schedule.
10. Neither party shall attempt to estrange the child from the other parent or to injure or impede the respect and affection of the child to the other parent. Neither party shall disparage the

other party in front of the child, including on social media that is accessible to the child. On the contrary, both parents agree that it is in the best interest of the child that each of them foster and encourages in the child respect and affection for both parents.

11. Neither parent may remove the residence of the child outside the Commonwealth of Massachusetts without the other parent's written consent or the approval of the Court pursuant to M.G.L. c. 208, § 30.

EXHIBIT C  
CHILD SUPPORT, EXPENSES, AND EDUCATIONAL EXPENSES

1. Husband shall pay Wife \$629.00 per week in child support, which is in accordance with the Child Support Guidelines, and includes Wife paying Asher's anticipated daycare costs of \$495.00 per week and Wife's anticipated medical insurance costs of \$110.00 per week. Based on the discretion allowed under the Child Support Guidelines, the Husband's income from his military duty through the United States Marine Corps Reserve is not being included in the Child Support Guidelines calculations. Husband's payments shall be made by direct deposit into an account of Wife's choosing, bi-weekly according to his pay schedule starting as of the sale of the marital home. Should Wife not incur daycare costs for Asher due to Asher no longer being enrolled in daycare, Husband's child support obligation shall be \$519.00 per week.

2. Wife shall pay any child-care expenses for the child, incurred during her parenting time.

3. The parties agree that the child's best interests are tantamount to this Agreement and herein agree to work together to ensure that the minor child is able to pursue interests through extra-curricular activities in the future.

2. The parties shall consult with one another in advance of the child being enrolled in a new extracurricular activity occurring during the other party's parenting time, and neither party shall commit the child to a new extracurricular activity without obtaining the other's prior written approval. Email or text agreement shall suffice for this purpose. Approval shall not be unreasonably withheld, delayed or denied. The parties shall take into account the parenting plan and the interests and aptitudes of the child.

3. If a party enrolls the child in an extracurricular activity absent written agreement (agreement not to be unreasonably withheld, delayed or denied), the enrolling parent shall be responsible for all related costs and said activity shall not interfere with the other party's parenting time.

4. In the event that the child expresses an interest in an activity that would occur during the other party's scheduled parenting time, ie. a birthday party, the parties agree to inform the parent whose parenting time may be affected, and it shall be the decision of the affected parent as to whether or not the child may participate in the activity.

5. The parties shall share equally in the cost of any and all agreed-upon extracurricular activities until the emancipation of the child, which shall include but not be limited to summer

and board), meal plan, all required fees, books, registration fees, a computer, reasonable transportation to and from college at least twice per semester, and other reasonable, incidental expenses, to which the parties agree in writing. Email shall suffice for this purpose. Agreement shall not be withheld, delayed or denied.

12. If after the divorce either party contributes to a 529(e) or other savings plan for the child for college, the amount in said plan(s) shall be utilized by each party as part of their contribution and not as part of the child's savings that may be used for the initial payment.

13. Emancipation of a child shall be deemed to have occurred in accordance with G.L. c. 208, § 28.

EXHIBIT D  
MEDICAL INSURANCE, DENTAL INSURANCE  
AND UNINSURED MEDICAL EXPENSES

PART I- MEDICAL, DENTAL, AND VISION INSURANCE

1. Husband currently maintains family medical, dental, and vision insurance through his employment for the benefit of the Wife and the minor child. Husband shall continue to maintain in full force and effect his current employer-sponsored medical, dental, and vision insurance coverage, or its reasonable equivalent through employment, for the benefit of the minor child until his emancipation and for so long as the coverage is available to him through his employment. In the event that the Husband is permitted to continue coverage for the child beyond emancipation to age 26, he may choose to continue such coverage, providing written notice to the Wife and child, but he shall not be under legal obligation to do so.
2. It is Husband's understanding that he is not able to maintain the Wife on his employer-sponsored medical, dental, and vision insurance upon entry of the Judgment of Divorce Absolute. Upon entry of the Judgment of Divorce Absolute, the Wife shall be responsible for obtaining, maintaining, and paying all costs associated with her own medical, dental, and vision insurance, and the Husband shall have no further obligation thereto. Should the marital home sell before entry of the Judgment of Divorce Absolute, the Wife shall be responsible for reimbursing Husband for the additional cost of her medical, dental, and vision insurance coverage until said entry of the Judgment of Divorce Absolute, or until Husband is able to remove Wife from his plan, whichever comes first; said additional cost defined as any and all costs above and beyond the cost for the Husband to cover himself and Asher.
3. This provision is intended to satisfy all spousal continuation laws, state and federal, including without limitation, M.G.L. c. 208, §34, M.G.L. c. 32A, §11A, M.G.L. c. 32B, §9H, M.G.L. c. 175, §110I, M.G.L. c. 176A, §8F, M.G.L. c. 176B, §6B, M.G.L. c. 176G, §5A, M.G.L. c. 176I, §9, COBRA and OBRA and all other spousal continuation laws, state and federal, which are not inconsistent herewith and shall be incorporated herein and apply,

PART II- CHILD'S UNINSURED MEDICAL AND DENTAL EXPENSES

Lieutenant Colonel Alexander D. Howard's phone interview with Lieutenant Colonel Matthews on 11 October 2021 from 1010 PST – 1124 PST:

1. Lieutenant Colonel Matthews described the nature and area of the Command Investigation which was understood by Lieutenant Colonel Howard.
2. Lieutenant Colonel Howard was unaware of any complaints or problems that Elizabeth Howard had issued to the Marine Corps.
3. Lieutenant Colonel Howard described his current relationship with Elizabeth Howard and how their relationship has devolved over time. He stated that they were both on "good terms, as much as they can be in this situation" and talk, text, or FaceTime daily if not on an every other day basis. He acknowledged that Elizabeth was very unhappy and at times was difficult to communicate with.
4. Specific topic covered during conversation:
  - a. Current status of their relationship and communication between both parties during the separation process.
  - b. Previous family history of both parties
  - c. Divorce and separations agreement
  - d. Concerns with childcare payments and lawyer intervention/communication
  - e. Allegations within letter to Major General Fahey sent by Elizabeth Howard
  - f. Police house visit on 20 December 2020
  - g. Holiday travel with son Asher Howard between both parents
5. Directed questions by Lieutenant Colonel Matthews to Lieutenant Colonel Howard:
  - a. Have you ever withheld obligated funds from Elizabeth Howard?
    - i. "No. It is all laid out in the Separations Agreement we both signed. Payments would start on the day after the sale of the house with a direct deposit which I did. Liz actually owes me money per the agreement and paid late and never on time".
  - b. Have you ever physically abused or harmed Elizabeth Howard?
    - i. "No".
  - c. Have you ever verbally abused Elizabeth Howard?
    - i. "No".
  - d. Have you ever threatened Elizabeth Howard physically or verbally?
    - i. "No".
  - e. Have you ever sent harassing texts or emails to Elizabeth Howard?
    - i. "No".
  - f. Have you ever recorded or videotaped Elizabeth Howard?
    - i. "No. There is a Google Home camera set up in the house that we both have access to".
  - g. Have you ever recorded or videotaped Elizabeth Howard with the Nest Home camera without her knowing?
    - i. "No".
  - h. Have you ever recorded or videotaped Elizabeth Howard with your phone?
    - i. "No".
  - i. Can you describe the night when the Police were called to you house?
    - i. "I was watching Asher and holding him in my arms putting stuff away. Liz came in to take him and I told her I can handle it and that he's good. She left the room and about 20 minutes later there is a knock at the door with two Police Officers asking to speak to me which I had no clue why they were there. The officer asked me to hand Asher to Liz so we could talk in the other room which I did. I explained what had

happened to them and they also talked to Liz. I told them I will go to my side of the house for the rest of the night and not bother Liz and we will talk about this in the morning. The officer said there is nothing more that they needed and on the police report it will be a non-issue”.

- j. Are both Elizabeth Howard and Asher Howard on your medical/dental plan?
  - i. “Yes for both Liz and Asher”.
- k. Have you ever withheld information about life insurance agreement?
  - i. “No, I have emailed it to Liz. Liz hasn’t contacted about receiving confirmation”.

Lieutenant Colonel Alexander D. Howard’s phone interview with Lieutenant Colonel Matthews on 19 October 2021 from 1353 – 1426:

- 1. Explained to Lieutenant Colonel Howard that I have spoken with Elizabeth Howard and needed clarification with specific situations and questions.
- 2. Directed questions by Lieutenant Colonel Matthews to Lieutenant Colonel Howard:
  - a. Did you and Elizabeth Howard have a Prenuptial Agreement?
    - i. “No”.
  - b. Did you and Elizabeth Howard agree to any terms prior to the separations agreement about child care and/or money support between both parties?
    - i. “We had an interim agreement with lawyers. Process started in November but not finalized till May. The bills were still accruing and the lawyers created a pro rata exchange between both us. It mostly the same within the separations agreement. I’d start payment after the house was sold. It’s on the child support worksheet there in the settlement agreement”.
  - c. Have you ever been unfaithful or sought out a separate relationship during your marriage with Elizabeth Howard?
    - i. “Not at all”.
  - d. Have you ever had an intimate relationship with Ms. Sara Pearson?
    - i. “No. I know her from the gym. During the pandemic I was looking to get rid of our home gym equipment. I knew her and three other ladies, one of them was a coach, from the gym had they had home gym equipment. I coordinated with them to get rid of my stuff, if they picked it up it is theirs”.
  - e. Do you have nude photos or videos of Elizabeth Howard on your phone?
    - i. “No”.
  - f. Has Elizabeth Howard ever locked you out of a room?
    - i. “I guess yes. She works at home at times and she’s with Asher too. She’s never had to lock it over me but I know the door has been locked.”
  - g. Have you ever knocked repeatedly or pounded on a locked door that was locked by Elizabeth Howard?
    - i. “No, I may have knocked but I have never beaten on a door”.
  - h. Have you ever in the early morning around 0100 screamed or threatened Elizabeth Howard from behind a locked door?
    - i. “At 0100 in the morning? No”
  - i. Have you ever accused Elizabeth Howard of kidnapping?
    - i. “Well not really, but what I said is that I thought what she was doing with taking Asher to New Mexico ‘might’ be considered kidnapping. This was two weeks prior



to me getting served with divorce papers. After we talked I had no issue with them going, it was not in an angry way. I was bummed out that I was missing his birthday and Thanksgiving with Asher. Later I got an email from her lawyer about the kidnapping claim and information”.

- j. Did you ever say you cannot go to New Mexico with Asher?
  - i. “No. We FaceTime about every night while she was there”.
- k. Did you deny access to the medical use of your Health Savings Account to Elizabeth Howard?
  - i. “When we separating I turned off her card. She was not contributing to the HSA. She believed this was coming from Raytheon but it’s actually coming out of my pocket. I asked her to stop somewhere in the springtime for her personal use. But for Asher there is no restriction. I cover \$250 of any medical bills at the beginning of the year. I cover his health insurance. Look this divorce was not my idea. I was hitting way above my weight with Liz. I don’t know where this hate and discount comes from. I would be married to her today if things were different.

Lieutenant Colonel Alexander D. Howard’s phone interview with Lieutenant Colonel Matthews 19 October 2021 from 1502 – 1506:

- 1. Lieutenant Colonel Alexander D. Howard called back soon after to elaborate on the pounding on the locked door question.
- 2. Directed questions by Lieutenant Colonel Matthews to Lieutenant Colonel Howard.
  - a. Do you recall any about the locked bathroom door question with Elizabeth?
    - i. “About the locked door thing. On the second floor of the house we have a master bed with a glass sliding French door. Before I moved down stairs I would need to get in at times to brush my teeth, shower, and hygiene stuff. Behind the sliding door there was a bench that Liz would sit on to relax and be on the phone. I would knock to get in”.
  - b. Did you ever knock late at night or after midnight or 0100?
    - i. “Never at 0100. It would be in the evening time after dinner. Asher was never behind it as well”.

Lieutenant Colonel Alexander D. Howards in person meeting with Lieutenant Colonel Matthews in 1st Civil Affairs Group spaces on 22 October from 0840 – 0928:

- 1. Topics covered during the in person meeting were the potential elbowing situation and text message history between Lieutenant Colonel Alexander D. Howard and Ms. Elizabeth Howard with texts about videotape of event.
- 2. Directed questions by Lieutenant Colonel Matthews to Lieutenant Colonel Alexander D. Howard.
  - a. Have you ever elbowed or struck Elizabeth Howard?
    - i. “No. I know what you’re talking about. It was the same night the police showed up at the house that we talked about. I was holding Asher while putting things away. Liz came in and tried to take him from me and I took a step back and said ‘it’s ok, I got him”. We made contact but I didn’t elbow her like that. She turned around and went into the other room. There was nothing about it, then later the cops showed up.”
- 3. There is text message history between you and Elizabeth where you explain you have video evidence proving this. Do you have a video of this event?

- a. “No. The Nest Cam wasn’t even plugged in. I said it as a bluff. There is no video of it or anything. I installed the Nest camera inside so Liz could watch the nanny with Asher in the other room. I was informed in the state of Massachusetts you cannot record inside your home. So it’s disconnected, not plugged in. I have one of those Nest doorbell cameras but nothing on the inside. There is no video”.

Ms. Elizabeth Howard's phone interview with Lieutenant Colonel Matthews on 11 October 2021 from 1609 PST – 1749 PST:

1. Lieutenant Colonel Matthews described the nature and area of the Command Investigation which was understood by Elizabeth Howard.
2. Elizabeth Howard described her current relationship with Lieutenant Colonel Alexander D. Howard and how the situation for her has degraded significantly. She immediately stated that "Alex has threatened Asher and me verbally and I am suffering from emotional abuse. It is pure hell being with Alex".
3. Elizabeth Howard covered in length her personal emotional turmoil over the separations process between them and how she was not receiving the care and support required in the separations agreement. She claimed that the verbal agreement between them before the written separations agreement was for Lieutenant Colonel Alexander Howard to pay 65% and Elizabeth Howard to pay 35%. She said that she was afraid because he was going to report her to the creditors over the situation. She believed that she signed the separations agreement in duress and she said that she is struggling because of it. When describing the signing of the agreement with their lawyers present she stated "I didn't know I had to be a politician with this". Elizabeth Howard explained that she had to switch lawyers throughout the divorce proceedings but did not give a reason.
4. Elizabeth Howard put into question Lieutenant Colonel Alexander Howard's faithfulness during and before their marriage. She claimed that pre marriage Lieutenant Colonel Alexander Howard was possibly having an affair with an active duty Marine, however she does not have a name of the suspected person. She later claimed that while married she was suspicious of photos on his phone and in his office and computer of women and also finding lube in his travel bag. She claimed he would travel to a gym and to meet a woman there. She also stated that he had videos of his ex-wife. She concluded that she had no physical proof of these claims but that this was communicated between them during arguments. She stated that she has no way of proving this allegations.
5. Elizabeth Howard briefly described her November holiday travels. Both Elizabeth and Asher were to travel to see family in New Mexico. She claimed that Lieutenant Colonel Alexander Howard did not want her to take Asher and would report her for kidnapping if she left. She contacted her lawyer for intervention which an official letter was written on her behalf and delivered to Lieutenant Colonel Alexander Howard. She then claimed Lieutenant Colonel Alexander Howard would neglect their child and multiple occasions.
6. Elizabeth Howard detailed the night of the police call and police house visit. She claimed she called the police to ask for advice of what to do because he would not let her hold Asher and not because they were in physical danger and fear. She said she told the police officers that he was preventing her from holding/being with Asher, recording her in secret, and emotionally abusing her. The police officers gave her a point of contact for domestic abuse help, Domestic Violence Services Network (DVSN) which she is currently in contact with and gave her information about how to obtain a restraining order if she desired. Elizabeth Howard declined a restraining order request.
7. Elizabeth Howard claimed that Lieutenant Colonel Alexander Howard threatened her and Asher. She claimed that she locked herself and Asher in the bathroom at 0100 and Lieutenant Colonel Alexander Howard was screaming and threatening them from the other side of the door and pounding on the door to let him in. Once she let him in he would block the door and not let her leave. She said she was sleep deprived and he would keep her up to prevent her from sleeping as a form of control. She did not call the police during this event.
8. Specific topic covered during conversation:

- a. Current status of their relationship and communication between both parties during the separation process.
- b. Previous family history of both parties.
- c. Divorce and separations agreement.
- d. Concerns with Lieutenant Colonel Alexander D. Howard and other women with monogamy.
- e. Concerns with childcare payments and lawyer intervention/communication.
- f. Allegations from letter to Major General Fahey sent by Elizabeth Howard.
- g. Holiday travel with son Asher Howard between both parents.
- h. Police house visit on 20 December 2020.

9. Directed questions by Lieutenant Colonel Matthews to Elizabeth Howard:

- a. Have you ever been physically abused or physically harmed by Lieutenant Colonel Alexander Howard?
  - i. “No. He never physically did anything or harmed me”.
- b. Have you ever been verbally abused by Lieutenant Colonel Alexander Howard?
  - i. “Yes”.
- c. Has Lieutenant Colonel Alexander Howard ever threatened you?
  - i. “Yes. He was yelling at me at 0100 in the morning to keep me and Asher up. He would pound on the door and threaten me. Once I let him in he would block the door and wouldn’t let me leave”.
- d. Have you ever received harassing texts or emails from Lieutenant Colonel Alexander Howard?
  - i. “Yes. He would FaceTime me constantly, like seven times”.
- e. Has Lieutenant Colonel Alexander Howard withheld money from you?
  - i. “Yes. We had an agreement about childcare and he hasn’t paid anything”.
- f. Has Lieutenant Colonel Alexander Howard ever neglected your son?
  - i. “Yes. I have text messages about it saying ‘I guess he just won’t eat’ and another time he just left him in a room with cleaning chemicals in it”.
- g. Has Lieutenant Colonel Alexander Howard ever recorded or videotaped you?
  - i. “Yes. We have a Nest Cam or a Nanny Cam. I don’t know if it’s on his phone, camera, nest, or what. He has pictures of other women on his phone and in his office. He keeps these pictures and videos of Sara-One, that’s what we call his ex-wife. But I don’t have any way to prove it”.
- h. Is there anything else you would like to go over?
  - i. “Yes. I worry about Alex as a person. His daughter is moving out. She doesn’t want to be in Massachusetts and wants to move in with her mother in Seattle over Christmas. He’s gone through a lot of stuff”.

Ms. Elizabeth Howard’s phone interview with Lieutenant Colonel Matthews on 19 October 2021 from 1627 PST – 1725 PST:

- 1. Ms. Elizabeth Howard sent an email requesting to speak over previous topics covered. Specifically about the police reports and the events about them and the separations agreement.
- 2. Directed questions by Lieutenant Colonel Matthews to Elizabeth Howard

- a. Have many police reports do you know about (involving Lieutenant Colonel Alexander D. Howard and Elizabeth Howard)?
  - i. "I don't know, I assume there is a couple. Potentially there is three. There was the one where the police came and another time when I went to the Police Station".
- b. What was the reason you went to the Police Station?
  - i. "Well, Alex elbowed me in the stomach when I went to change Asher. When I explained it to the Police Officer he is the one who described it as a nudge from what I told him. Alex was changing Asher and Asher reached out to me, when I went to get him Alex made contact with me and it threw me across the room".
- c. It threw you across the room?
  - i. "No, that's not it, not like that. It just moved me. It made me lose my footing. I'm pretty small. It didn't leave a bruise but he did elbow me".
- d. You said before that Alex never physically harmed you, are you now saying he has physically harmed you?
  - i. "Yes, but I guess I didn't think of this as physically harmed before. I don't know, when I think about it I don't know".
- e. Has Alex ever physically harmed you in any other way?
  - i. "No, Alex has never punched or smacked me, ever".
- f. Do you remember what date you visited the Police Department?
  - i. "I don't remember what date I visited the Police. I really, really don't. I'm not sure. Maybe October or Novemberish, those might be way off. The 911 call was in April I think. I don't know".
- g. Do you remember what happened at the Police Office?
  - i. "The officer pulled me into like a library and gave me legal advice I guess I would call it. He said he could put something in for a restraining order but I didn't want too. The elbow didn't stand out to me, it was that he was threatening the baby".
- h. Do you have a copy of the Police Report?
  - i. "No, but I will call and check. On the email with the text messages with Alex there is something. On the second page of the text exchange he says he has video disproving it. What it that? I'd like to see it if he does".
- i. Is there anything else you would like to go over?
  - i. "Yea, the separations agreement. They added stuff in a non-awesome way. According to this document he doesn't have to pay. The energy behind this is a character sketch. I had to change lawyers because of inactivity of progress with all of this."
- j. Is there anything else you would like to cover?
  - i. "No. I will send you the police report if I get it. Thank you".

After the call, Lieutenant Colonel Matthews contacted the Carlisle Police Department about the reports and was told that those reports could only be released to Elizabeth Howard as she is the potential victim. Lieutenant Colonel Matthews informed Elizabeth Howard who then contacted the Carlisle Police Department to obtain a copy of the report.

Lieutenant Colonel Matthews contacted Ms. Elizabeth Howard on 21 October 2021 inquiring about the police report which she still did not have a copy of or know if one was created over her visit to the Police Department.



Carlisle Police Department  
Incident Report

Page: 1  
01/04/2021

Incident #: 20CAR-239-OF  
Call #: 20-11425

Date/Time Reported: 12/20/2020 1644  
Report Date/Time: 12/27/2020 2036  
Status: No Crime Involved

Involves: Juveniles, Domestic Violence  
Reporting Officer: Sergeant ANDREW BOOTH  
Assisting Officer: Officer CHRISTOPHER ARGUOYAN  
Approving Officer: Sergeant STEPHEN MACK

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
1	HOWARD, ALEXANDER DAVID 43 FIFTY ACRE WAY CARLISLE MA 01741	M	W	44		
Military Active Duty: Y BODY: NOT AVAIL. DOB: 08/06/1976 LICENSE NUMBER: MA SA1600170 COMPLEXION: NOT AVAIL. PLACE OF BIRTH: NOT AVAIL. ETHNICITY: NOT HISPANIC						

[CAUTIONS]

Caution Type	Start Date	End Date
FIREARMS LICENSE HOLDER FIREARMS HOLDER/IN PROCESS OF OBTAINING LTC	12/20/2020	

[APPEARANCE]

GLASSES WORN: NO						
2	HOWARD, ASHER 43 FIFTY ACRE WAY CARLISLE MA 01741	F	W	1	NOT AVAIL	
Military Active Duty: N BODY: NOT AVAIL. DOB: 11/14/2019 LICENSE NUMBER: NOT AVAIL. COMPLEXION: NOT AVAIL. PLACE OF BIRTH: NOT AVAIL. ETHNICITY: NOT HISPANIC						

#	EVENTS(S)
	LOCATION TYPE: Residence/Home/Apt./Condo 43 FIFTY ACRE WAY CARLISLE MA 01741 Zone: CARLISLE
1	VERBAL DISPUTE

# Carlisle Police Department

## Incident Report

Page: 2  
01/04/2021

Incident #: 20CAR-239-OF  
Call #: 20-11425

#	PERSON(S)	PERSON TYPE	SEX	RACE	AGE	SSN	PHONE
1	HOWARD, ELISABETH M 43 FIFTY ACRE WAY CARLISLE MA 01741 DOB: 08/07/1985	REPORTING PARTY	F	W	35		857-319-8560
	CONTACT INFORMATION:						
	E-Mail Address						liz.roney@gmail.com
	CallBack Number	(Primary)					857-319-8560

On 12/20/20 at approximately 1644 hours, Officer Christopher Arguoyan and I (Sgt. Andrew Booth) were dispatched to 43 Fifty Acre Way for the report of a domestic related incident. The reporting party, Elisabeth Howard (8/7/85), called the station for advice regarding how to deal with her husband, Alexander Howard (8/6/76), not allowing her to hold her child at times. Dispatch advised there was no violence and that the Ms. Howard only wanted to speak with an officer over the phone. We were further advised that this incident was happening this evening.

Upon arrival Officer Arguoyan and I met Ms. Howard in the driveway of the residence. She advised her husband had no idea she had called and reiterated she was only looking for advice on how to handle this sort of situation. Ms. Howard advised that she and her husband had very recently moved to Carlisle. She advised that Mr. Howard is currently a reserve with the United States Marine Corp. He does have firearms secured in the residence and is currently in the process of obtaining his Massachusetts Firearms license with this department. Ms. Howard stated they were in the process of a divorce/separation but were still residing together in different parts of the house. This evening, Ms. Howard advised that Mr. Howard was not allowing her to hold their child, Asher Howard (11/14/19), and she wanted to feed her since she was still nursing her. Ms. Howard advised a similar incident took place back in September and that was when she had decided to separate from Mr. Howard. She advised that Mr. Howard was not violent, but would "tow the line" as to what he can and can't do, and was looking for advice tonight on how to handle this sort of situation. She further stated that he would be nice to the officers and act as if nothing was happening.

Officer Arguoyan and I went into the residence and were greeted by Mr. Howard who was holding their daughter in his arms. Mr. Howard was pleasant and surprised by our presence. I asked if we could speak to him alone and if he would hand their daughter to his wife, and he agreed with no incident or argument. It should be noted that when their daughter saw Ms. Howard she began to sob and reached for her mother, who went into an adjoining room in the house while we spoke with Mr. Howard.

I advised Mr. Howard that we were aware of he and his wife's separation and mentioned his wife's concerns about not being able to hold their child. Mr. Howard advised he was not doing so intentionally and he thought that things were fine. I asked if this sort of incident had taken place before and he said that nothing intentional had ever taken place. Mr. Howard was cordial and polite with us as we spoke. Mr. Howard acknowledged that he that he and his wife both had to have equal time with their daughter. Mr. Howard assured us that this would not happen and that he would go to his side of the house for the night and discuss things further with his wife later on.

We spoke again with Ms. Howard and she understood that both parties needed to work out and have equal time with their daughter. We explained to Ms. Howard that just because there isn't violence in the house, controlling behavior is a form of abuse and she could possibly obtain a restraining order if she felt the need to get one. Ms. Howard was provided with the contact information to the Domestic Violence Services Network (DVSN) in the case she was looking to speak to an advocate in confidence. Ms. Howard also advised she had an attorney and would speak to them as well.

Ms. Howard advised she felt safe staying home and didn't need any further assistance at the time we were there. She was advised if anything changed to not hesitate to contact the police department. No further report.







Phone: (978) 225-9030 | 29 Water Street, Suite 301, Newburyport, MA 01950 | [www.turcolegal.com](http://www.turcolegal.com)

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October 28, 2020

**VIA ELECTRONIC MAIL:** [alexhoward@ieee.org](mailto:alexhoward@ieee.org)

Mr. Alex Howard  
43 Fifty Acre Way  
Carlisle, MA 01741

RE: Trip 11/7/2020-12/9/2020

Dear Mr. Howard:

Please be advised that this office has been retained by your wife Liz, relative to issues stemming from an upcoming trip with your son Asher.

Liz came to us with concerns about her pre-scheduled trip to visit with family in New Mexico, where she is originally from. Although Liz has been completely transparent about her plans, you have indicated that should she attempt to make this trip home, that you will report her for parental kidnapping.

Liz has sent you two emails indicating her plans to return home to celebrate the Thanksgiving holiday. The initial email was sent on October 19, 2020 (a copy of which is attached hereto) where Liz indicated that she was going to “spend the Thanksgiving holiday with Asher in New Mexico with my family. We will both return after the Thanksgiving holiday; I will share all the flight info with you once booked.”

The second email was sent on October 23, 2020 (a copy of which is attached hereto) where Liz stated “As we have discussed, Asher and I will spend time in New Mexico for the Thanksgiving holiday. He and I will depart Boston on November 7, 2020 and return to our home in Carlisle on December 9<sup>th</sup>, 2020.”

To further clarify Liz’s plans, please note that these are the specific details:

**Departure: November 7, 2020**

BOS<DFW 12:03 pm departure (Flight #AA2384); DFW<ABQ (Flight #AA5793) arriving 5:51 pm

**Return: December 9, 2020**

ABQ<DFW 5:05 am departure (Flight #AA2335); DFW<BOS (Flight #AA1260)  
arriving 3:02 pm

To be clear, Liz has every legal right to travel to visit family with Asher. She is a lawful custodian of your son, and short of a Court Order indicating otherwise, is free to go ahead with her plans. I am also attaching a copy of **M.G.L. Ch. 265 §26A** (*Kidnapping of Minor or Incompetent by a Relative*) for your review.

I have advised Liz to carry a copy of this letter on her person during her trip. I have also advised her to proactively contact local law authorities in advance of her trip and provide a copy of this letter to them as well.

Should you have any questions about the above, please feel free to reach out to me directly.

Sincerely,

*Jessica MacRae Sousa*

Jessica MacRae Sousa, Esq.

Enclosures (as stated above)

cc: Liz Howard

From: (b)(6), (b)(7)c  
To: CI - LtCol Howard  
Subject: Monday, October 4, 2021 1:55:31 PM  
Date: Howard Investigation Materials.pdf  
Attachments: PI - Report Howard 4 Aug 2021.docx  
FW: CI Appt Ltr - 1stCAG (5 Aug 2021).docx

Good afternoon sir,

Attached and below is everything I have thus far regarding LtCol Howard.

Howard, Alexander D.	O-5	1158595806	0302	SMCR	SNO's spouse alleging that SNO has cause her financial and emotional abuse. Financial harm does not appear to amount to a deprivation of essential needs, but amount agreed to in separation agreement may have been reached through duress or threat of posting nude image. Spouse states SNO struck her with his elbow in order to take their 1 year old son away from her while she was breastfeeding him. Spouse also SNO threatened with kidnapping when she had planned a known temporary trip with the baby. Spouse stated SNO joked about their baby might drink Clorox if she decided to leave the house. Spouse said SNO secretly recorded his ex-wife having sex with another man and that he is in possession of nude images of a female Marine.	FHG	1st CAG	PI was completed on 7 Aug 2021 by (b)(6), (b)(7)c was appointed as IO for the CI on 22 Sep 2021. Due date 29 Oct 2021.	PI
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Very Respectfully,  
(b)(6), (b)(7)c  
Investigations and Civil Law Legal Advisor, Marine Forces Reserve  
Office of the Staff Judge Advocate, Marine Corps Support Facility, New Orleans, LA  
☎ Office: (504) 697-8369, 📠 DSN: (312) 647-8369  
Cell: (828) 999-9095  
GAL Update Website - <https://idco-pki.dmdc.osd.mil/idco/myprofile-info> (click "MIL" tab)

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**From:** [Alex Howard](#)  
**To:** [Matthews LtCol Wesley Jameskarl](#)  
**Subject:** [Non-DoD Source] Fwd: Path Forward for settling up  
**Date:** Tuesday, October 12, 2021 7:01:30 AM

---

Hi Wes,

Email chain from closing of the house and court hearing where I was looking to adhere to the settlement agreement.

Best,

Alex

----- Forwarded message -----

From: **Liz Roney** <[liz.roney@gmail.com](mailto:liz.roney@gmail.com)>  
Date: Mon, Aug 16, 2021 at 10:42 PM  
Subject: Re: Path Forward for settling up  
To: Alex Howard <[alexhoward@ieee.org](mailto:alexhoward@ieee.org)>

Likewise re: the daycare; you agreed. No more on this. Review the docs from the director.

Good night.

Sent from my iPhone

On Aug 16, 2021, at 10:31 PM, Alex Howard <[alexhoward@ieee.org](mailto:alexhoward@ieee.org)> wrote:

Liz,

How about this - authorize the daycare to send me the digital receipts that they send you? It wouldn't require any additional effort on your part. Would that work? Then, it would be a simple matter to know which child support payment to make. The settlement agreement has two amounts specifically to account for occasions where daycare costs are not the \$495/week used to calculate the \$629/week support using the Massachusetts child support worksheet. I would like to start paying my support obligation and need your help with this.

I should not have assumed that you had not been paying the \$495/week for Asher's daycare while you were away and should have asked to clarify. I apologize for making that assumption, it wasn't fair to you.

Regarding insurance that is well documented and presented in the settlement agreement. Page 15 as described in the earlier email. \$110/week for you. In fact, you verbally attested to understanding it today for the Judge. If you have questions, I am sure Jim can help you out because I am sure he still has everything. Nothing has changed. You, Me, and Asher are covered. I cannot change my coverage without the qualifying life event or open season. In reality

ENCLOSURE (10)

this is a very transient thing because as soon as possible I'll be able to make the change.

There is a reason, I had the numbers written into the settlement agreement. It was to aid in reducing ambiguity and having to rehash things. I don't want to have to keep doing this Liz and I would imagine you don't either. How about we try to work together on this without sniping? It doesn't have to be contentious, the divorce will be finalized in 120 days.

I would like to offer a suggestion that we try a co-parenting family counselor? It may help us be better for Asher. What do you think?

Alex

On Mon, Aug 16, 2021 at 9:32 PM Liz Roney <[liz.roney@gmail.com](mailto:liz.roney@gmail.com)> wrote:

I'm so grateful you sent this, Alex. Thank you.

It's a curiosity that you are questioning the daycare policies after you have documentation from the director and several emails from me confirming that you pay for daycare regardless of whether or not the child attends. This holds their space in the school. So why would you make a false claim that I didn't pay for any amount of time when you never asked, have no reason to make such a claim, nor is such a statement even in alignment with their policy? Strange. And a falsehood. Nonetheless, it's in the agreement and all documentation has already been provided; I will not reply further to this.

I need official documentation for the breakdown of expenses of your insurance and all who are covered on it. The rest can be discussed once I have the documents from Raytheon. I need them all, not screenshots. I'm sure you understand.

Thanks so much. Have a great night.

On Mon, Aug 16, 2021 at 1:55 PM Alex Howard <[alexhoward@ieee.org](mailto:alexhoward@ieee.org)> wrote:

Hi Liz,

Your libelous comments serve no use in productively moving forward. I will respond with the facts.

As you know, because you read and signed the settlement agreement, my child support obligation is variable. \$629/week when you pay Asher's daycare(\$495) and \$519/week when you don't (page 15 of 24) and is paid bi-weekly in alignment with my pay schedule from Raytheon. For example, the past couple weeks when you were in NM for your family emergency, you didn't pay for daycare and I would then pay the lesser amount. So, what I am asking is how would you like to let me know how much I should be paying for a given week with proof that daycare (\$495) was paid? Seemingly, this should be easy for you considering your comments below.

Again, per our settlement agreement, I have not "neglected" any obligations

for Asher. I have adhered to the agreement. The fact is that I was not required to pay any daycare/support expenses until the house sold (page 15). You have made this erroneous claim multiple times and to many audiences. Libel - a published false statement that is damaging to a person's reputation; a written defamation.

Would you like for me to subtract the \$110 per week for health insurance listed on page 15 from the amount I pay you? or would you like to pay me separately? I can remove you from my health insurance with a divorce decree. When the court documents are received from court divorce filing in 30 days, I will try to see if that will work.

Seeing as you didn't pay me for August, there was no reason to pay the mortgage out of my pocket. Which lawyer recommended paying it? I was talking with Marian a lot and don't seem to have seen an email with that advice? In fact, if I had paid before you paid me which did not happen, it would have been a net loss for me. #math

Trash service has been in full effect and the last pickup was 5 August. I will forward the invoice separately. The internet was paid, but since it was in your name and the fact that you took the modem I couldn't use it. You can look at our joint account and see that ViaSat debited \$318.75 on 6 July.

I am still waiting on your share of the water test, the title 5, and lawn mowing expenses. I did notice you transferred \$346.50, \$750, and \$2769 for the previous expenses on 15 July, thank you. I haven't seen anything from the propane either.

If you have your life insurance information, feel free to send it along. I will have to see how to get the RTX policy information - maybe a screenshot? I am on it and should have it shortly.

Alex

On Mon, Aug 16, 2021 at 12:07 PM Liz Roney <[liz.roney@gmail.com](mailto:liz.roney@gmail.com)> wrote:

Alex,

Your HR can assist with better information on the insurance; they might be able to move forward with removing me from your plan today. If not, please let me know what their policy is and the soonest date I can be removed. Worst case scenario, the change will be available for open enrollment in November. Please clarify. I'd obviously prefer not to be connected in any way as quickly as possible, as I'm sure you would.

You can send child support, which was due last Friday, to the following account:

Routing Number: 314074269

Account Number: 52309452

As already stated, child care expenses do not stop on weeks not used. You've already neglected any support for Asher's care and education for months and months, this petty question is quite a character sketch. Kindercare has provided documentation for you on this policy and most daycares are similar. Refer to the documentation already provided to you and Emily on this.

Regarding previous expenses due:

Mortgage was not paid for August without consulting or informing me and against the advice of the lawyer.

Auto Insurance and PVV have been separate since May.

Trash service has not been reestablished for several months to my knowledge, if so please provide proof of payment for August.

Internet has not been in service in Carlisle for months.

The remaining health/dental insurance will be reimbursed.

Utilities are likely incredibly minor for the few days you used them in August and I have not yet seen a reimbursement for the propane in the tank that the home buyers purchased.

The agreement clearly says that the money I was sending to tend to your expenses while you solely lived in Carlisle in contribution to expenses that were actually paid.

The above were not. Therefore, I will honor the agreement and send contribution for medical, dental, vision, and life insurance, utilities, as well as these final house expenses, but not for the things that were not paid.

More to come on the QDRO later.

I also require proof of your life insurance with my name listed as the beneficiary for the amount listed in the agreement. Please send ASAP. I will happily reciprocate documentation for the lesser amount on my policy.

Thanks,  
Liz

On Mon, Aug 16, 2021 at 10:22 AM Alex Howard <[alexhoward@ieee.org](mailto:alexhoward@ieee.org)> wrote:

Good Morning Jim,

Good to put a face with the name this morning during the zoom. With everything coming to a close; house selling and 1A hearing this morning, what is the best / most efficient way to reconcile financially between Liz and myself (Liz owes me funds for the house expenses)? What is the account information that Liz would like me use to make child support payments? Or is venmo okay? Until Liz can be removed from my health insurance, how do we work the insurance payments to me? What do you need from me for the QDRO regarding the funds from my retirement account? How do we adjust the support for weeks where Liz does not pay the daycare expense - essentially when and how does she inform me, so that I can reduce support accordingly?



I would like to ensure that I am complying with the signed agreement and believe these parts can be easily addressed.

Best,

Alex

**From:** [Alex Howard](#)  
**To:** [Matthews LtCol Wesley Jameskarl](#)  
**Subject:** [Non-DoD Source] Fwd: Next Week:  
**Date:** Tuesday, October 12, 2021 7:06:03 AM

---

Hi Wes,

An email with an example of the correspondence between myself and Liz.

Best,

Alex

----- Forwarded message -----

From: **Alex Howard** <[alexhoward@ieee.org](mailto:alexhoward@ieee.org)>  
Date: Tue, Jul 6, 2021 at 2:46 PM  
Subject: Re: Next Week:  
To: Jim Gulley <[jgulley@gulleylaw.com](mailto:jgulley@gulleylaw.com)>

Hi Jim,

I hope your holiday was relaxing. It has been two weeks and I wanted to follow up because I have not yet seen any response from you or Liz. Additionally, I have yet to see any funds be sent to me as requested below. In addition to the funds outstanding, Liz has not yet sent the July payment as agreed (we are now 6 days past due) and the mortgage payment has since bounced back for non sufficient funds. Please have Liz pay what she owes promptly.

Summary:

\$3,519.00 (delinquent, see below)  
July - \$1,789.89 + \$29.00 NSF Fee = \$1,818.89

Total Liz owes me immediately is \$5,337.89

Venmo is fine.

Thank you for your prompt attention and and for helping Liz comply with the negotiated agreement.

Best,

Alex

On Jun 23, 2021, at 15:49, Alex Howard <[alexhoward@ieee.org](mailto:alexhoward@ieee.org)> wrote:

Hi Jim,

I hope all is well with you and you are able to enjoy some of the nice weather this summer.

Liz has asked me to respond to you, so I will try to address her questions and concerns efficiently. I will address her concerns a little out of order to facilitate

ENCLOSURE (11)

the conversation.

1. Regarding her concern about time with grandparents. Liz has not shared with me her travel plans. The OFW calendar event simply reads "Liz Travel" with no location or other details. Liz has not given me any information otherwise. On 16 June 2021 @1613 she sent a text message reading "I might need to extend my trip a smidge. Asher can come with me though. My mom can fly out to help with the transport of the littles. If that were the case we'd probably get back on July 7th. Maybe a day sooner. Would you be open to that?" I followed up asking for more context with no response from Liz. Am I to infer that this was her asking for Asher to fly with her to spend the holiday with grandparents? That is not how I read her text nor am I able to understand where she is going or to visit whom. Very ambiguous. I don't think it a good idea for me to guess at what she is saying.

I have never refused Liz/Asher an opportunity to spend time with family, in fact quite the opposite, I encourage such visits. If Liz would like to clearly ask the question about Asher traveling with her to spend time with family, I would be very happy to entertain the idea (even work together) of deviating from the agreed parenting plan that has Asher spending the 4th with me. I am happy to share screen shots. To be absolutely clear - Liz has not asked me if Asher can travel with her to visit family for the upcoming holiday and I am not going to get into the practice of guessing or inferring what she is saying and I cannot read her mind.

2. Child expenses: I believe you may need to help Liz understand the marriage settlement agreement that we have both signed and submitted to the court.

- page 3 of 24, paragraph 5 "Voluntary Execution"--

"Each party expressly states and agrees that each believes this Agreement to be fair, just and reasonable, and that each has executed this Agreement freely and voluntarily. Each party has read, line by line, and each understands, all the provisions of this Agreement. The parties each declare and acknowledge that each of them has ascertained, weighed and fully understands the position, circumstances, income, financial resources, expenses and prospects of the other, and the terms, provisions and conditions of the within Agreement and believes its terms, provisions and conditions to be fair, reasonable and acceptable, given all of the facts and circumstances.

Each party freely and fully accepts the terms, conditions and provisions of this Agreement. Each party enters into this Agreement freely and voluntarily and without any coercion whatsoever. Each party expressly intends to be bound by all provisions of this Agreement."

- page 15 of 24; Exhibit C, item 1

" .... Husband's payments shall be made by direct deposit into an account of Wife's choosing. bi-weekly according to his pay schedule starting as of the sale of the marital home..."

- page 15 of 24; Exhibit C, item 2

" Wife shall pay any child-care expenses for the child, incurred during her parenting time."

- page 21 of 24, Exhibit H, item 2

"...Within seven (7) days of execution of this Agreement, Wife shall reimburse Husband \$2,769.00, which is reimbursement for a portion of childcare expenses Husband solely paid from September through December 2020; the parties otherwise waive the right to request reimbursement from the other for household expenses incurred prior to May 1, 2021."

I have not yet received the said amount of \$2,769.00 and it is well beyond the seven days-please remind her to pay immediately. Further, please ask Liz to stop harassing me for expenses that have been agreed to be waived and of course the daycare expense that she agreed to pay during her parenting time. The expenses Liz has entered into OFW and identified in the attached spreadsheet are not valid per our agreed upon Separation Agreement. I will, of course, pay for childcare expenses incurred during my parenting time.

I have kept very good records for all other expenses that I too had to forego due to the provision of waiving the right to request reimbursement. Liz is coming out way ahead, but in the spirit of getting the agreement completed it made sense.

### 3. Additional household expenses

- page 21 of 24, Exhibit H, item 3.

"...The parties shall share equally all costs to ready the house for sale, including but not limited to: smoke certificate, and fire marshal inspection, Title V, any other usual costs which normally occur on a Closing Disclosure, and any other costs recommended by the realtor and agreed upon by both parties in order to prepare the marital home for sale (agreement not to be unreasonably withheld or delayed), including maintenance and repairs."

On 5 June 2021, I requested via email, reimbursement for the housecleaning (Ronny Delima) and provided proof of payment. The housecleaning was \$1,500. Liz owes me \$750 for her share. The realtor suggested Ronny and Liz agreed. I have not received any payment and it has now been 15 days. Please have Liz pay promptly.

In summary, 1) if Liz would like to request Asher travel to visit family for the holiday, please ask her to clearly make that request. 2) Please ask Liz to stop harassing me for expenses which we agreed to waive asking each other to reimburse, as well as those not expected per the signed agreement. I'd like to see the requests removed from OFW. 3) Please ask Liz to pay promptly the amount of  $\$2,769.00 + \$750.00 = \$3,519.00$  as these are very delinquent - venmo is fine.

Please feel free to reach out with any questions or concerns. My mobile number is 801-231-4845 if that is easier.

Best regards,

Alex

----- Forwarded message -----

From: **Liz Roney** <[liz.roney@gmail.com](mailto:liz.roney@gmail.com)>  
Date: Wed, Jun 23, 2021 at 10:24 AM  
Subject: Next Week:  
To: Alex Howard <[Alexhoward@ieee.org](mailto:Alexhoward@ieee.org)>

Alex,

This is a follow up on several conversations and some info for next week.

As discussed ad nauseum, I am requesting that you keep your agreement to pay 65% of Asher's childcare expenses from our time in Carlisle. Childcare is not the same as a household expense. All of the transactions are in OFW and have been for some time. Asher is currently in a daycare that we mutually agreed upon. You have not contributed to any of his tuition to date, causing an extreme financial hardship for me, which impacts Asher, as you know.

Out of curiosity, I am offering you an invitation to show who you are how you present yourself in this world. I'm attaching a spreadsheet of the expenses, only for childcare, which you have not contributed to.

Because this has been such a financial struggle, I will not be paying for day care next week. If you choose to take Asher there, you will need to have a check for \$500 written out to "KB" or Knowledge Beginnings, upon your arrival. They have granted me a part-time rate for the interim which allows me to drop him off at 10am and pick up before 3pm. If you can match those hours, you can make the check for \$420. Leighann is happy to discuss this with you if you have any questions. I have sent her contact info in past correspondence.

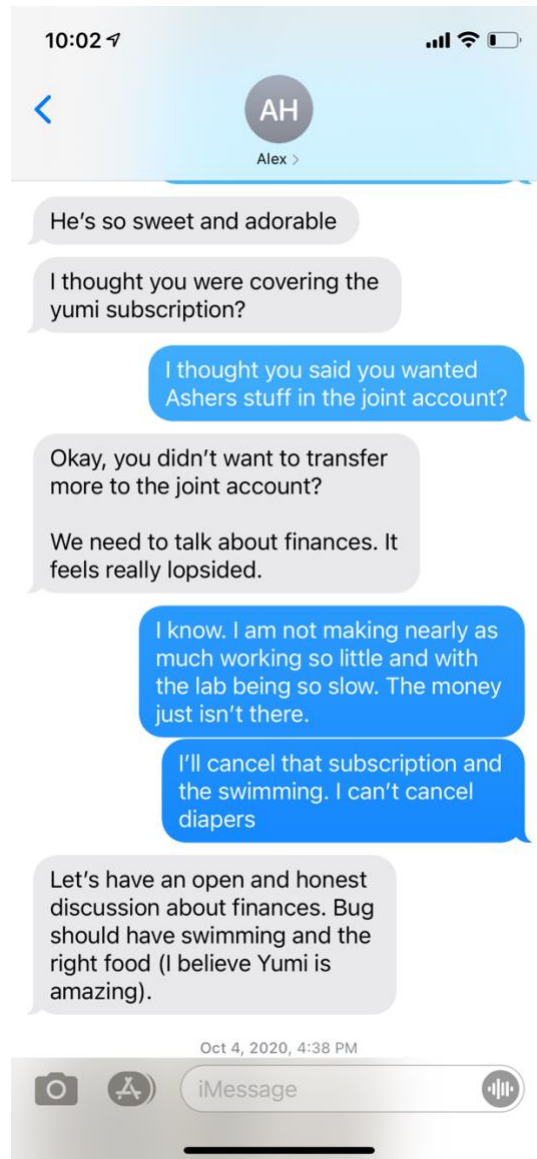
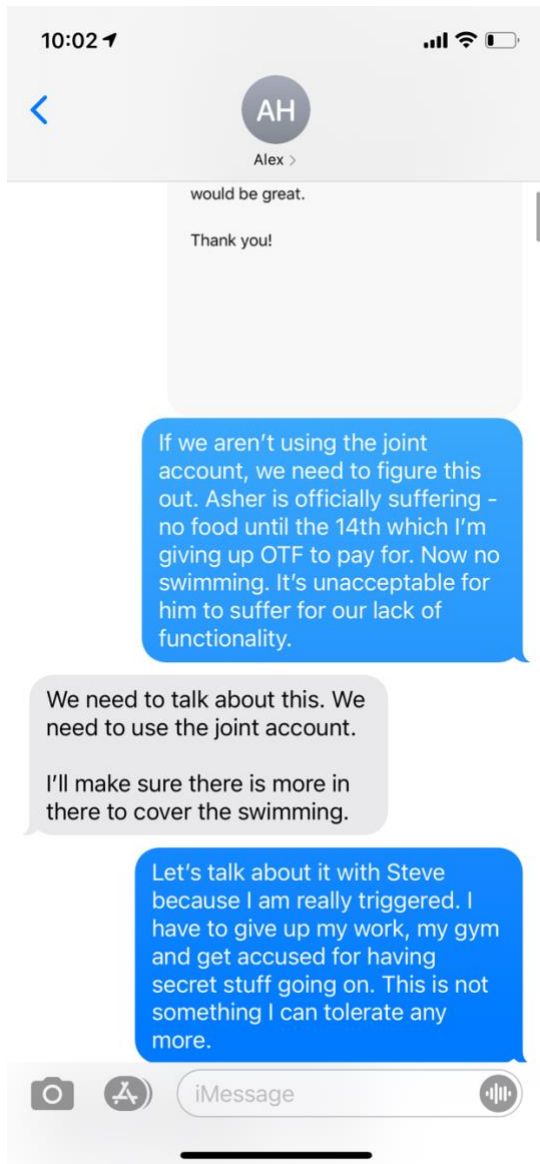
Asher is still preferring 2 naps: morning and afternoon. Generally, I take him after his morning nap. It's nice to get him there by 10am so he can do the outdoor play. Each week I take a half gallon of organic lactose-free milk for him and I usually send him with healthy snacks such as fresh fruit, vegetables, and hummus or yogurt. I would hope you'd do all of the above in his best interest.

Again, his grandparents are deeply saddened that you chose not to let Asher stay with them next week. They have free schedules to entirely accommodate Asher and though I never hesitated to let your mother spend time with him, you are taking a different path. It's a sad situation, but I can only hope you will do what is in Asher's best interest in the meantime, taking his sleep, nutrition, and education into consideration, as all of us would have. His grandparents and extended family will deeply miss him and I think he will miss the interaction he would have with them.

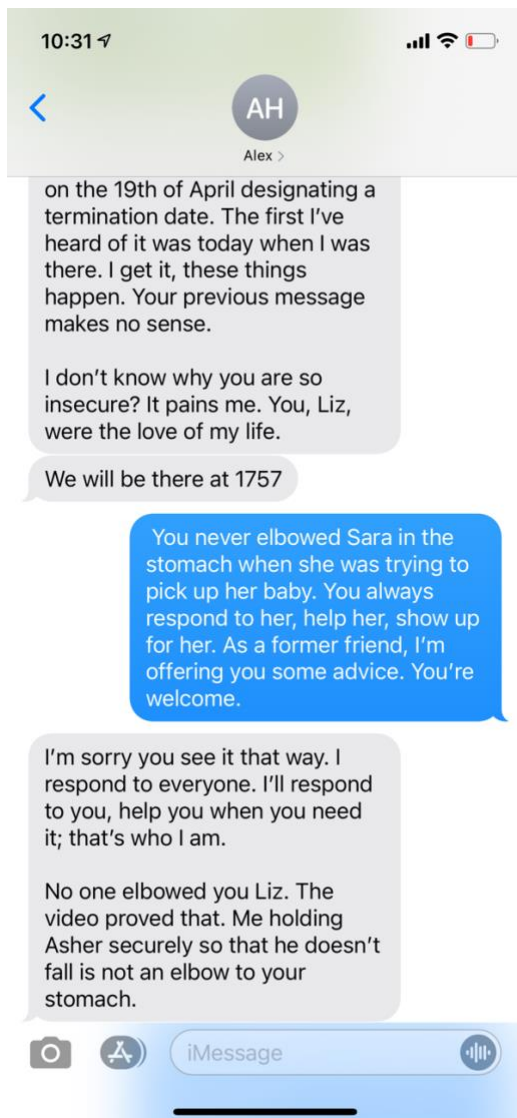
Unless you have a response re: scheduling for Asher's schedule, please only reply only to my attorney. I will not accept the type of berating replies that you generally send to me, as exemplified by the last long text you sent you sent me at 9:05am on 6/22/21. It is inappropriate. Attorney Gulley has reached out to you requesting this as I have previously requested as well, therefore I know you have all of his contact info.

ENCLOSURE (11)

Liz

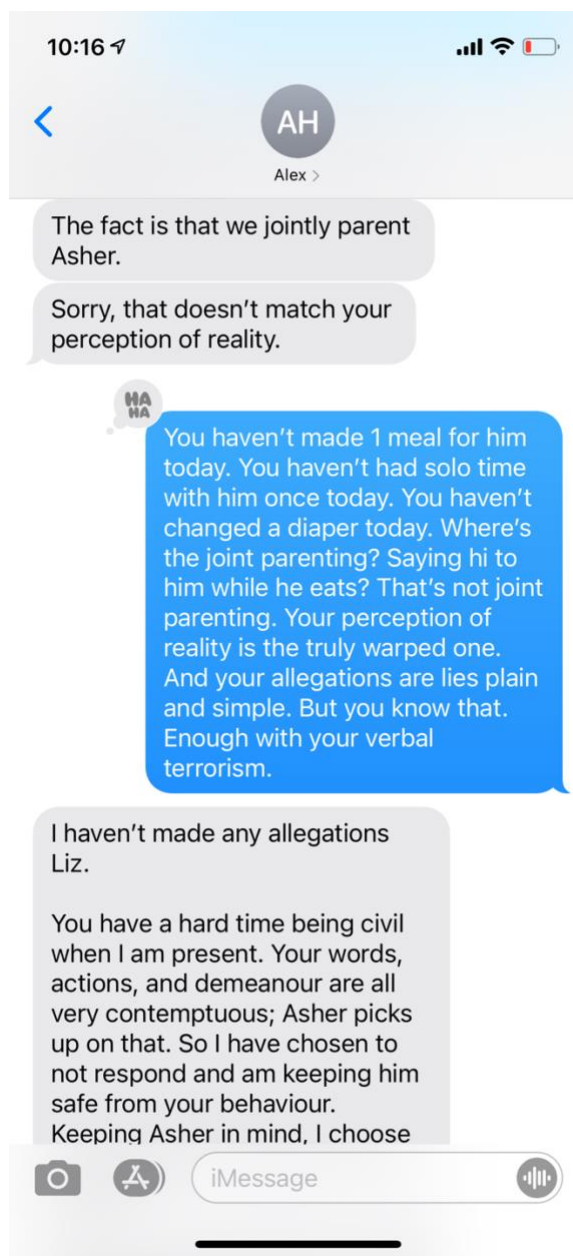


Texts from October 2020. I am describing the impacts of Alex withholding money, specifically as it relates to the baby and his expenses. I mentioned Steve in the text above. He was the minister (now retired) at Carlisle Congregational Church where we attended services. He was the second attempt at a counselor I pursued for marriage counseling. Interestingly, after the text when I mentioned to Alex that I wasn't making as much money, he started to dramatically withhold money, Raytheon benefits, and put me in financial binds. He was very successful at that in our separation agreement, to be discussed later.



This is important as a stand-alone text. One morning, Alex was changing Asher in his nursery. Asher was screaming so I went into the room. The baby reached out for me so I went to go pick him up. Alex elbowed me in the stomach so hard that it pushed me to the other side of the room. He mentions that a video proved that he didn't do that...it's very strange. He told the Carlisle Police Dept. that he was recording me on another occasion when he yanked Asher out of my arms and wouldn't let me nurse him. That was in the living room, and he hadn't shoved me at that point. Nor was there any mention of that to the police. His story isn't adding up quite right even in his own narrative.

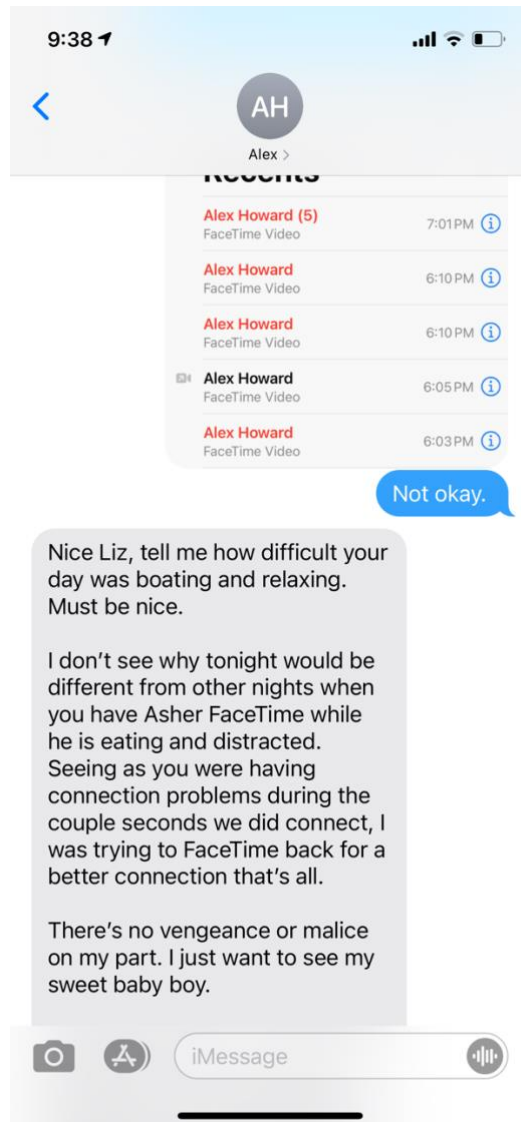
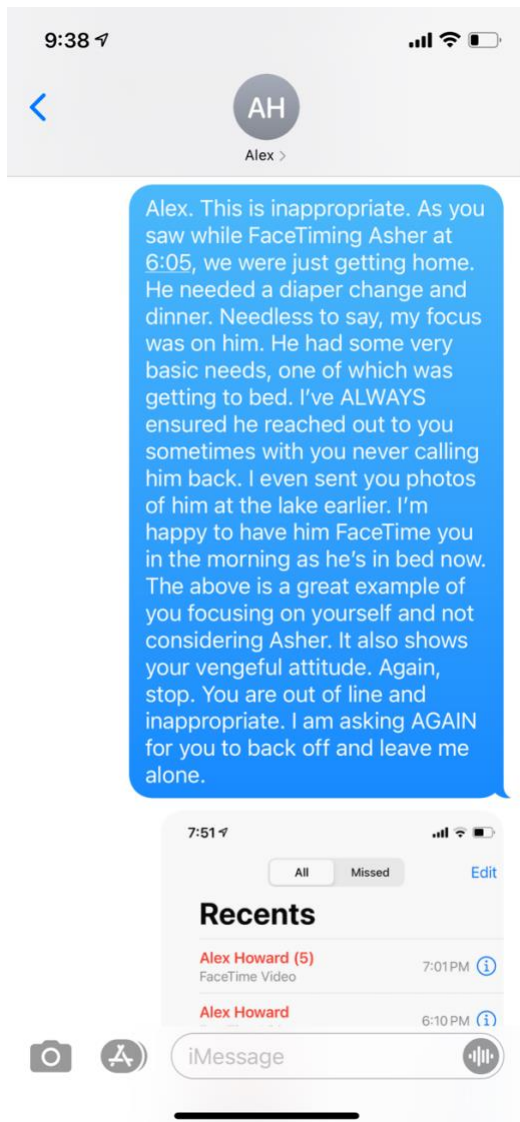




From January through May (when I finally moved out) any time I would leave the house to take Asher to play at a playground or to do errands with me, Alex would send texts saying “where is my son” and when I returned home, he would threaten to report me if I left the house. He also would threaten to leave with Asher when I was sleeping or if I tried to leave to work at my coworking space.



When I would leave the house, Alex would not just threaten to not feed Asher, he wouldn't. I'd come home to a crying baby with a dirty diaper. He was often hungry and upset forcing me to stay home or take him with me even to very personal doctor's appointments. When I'd leave with Asher, even when I communicated with Alex, he'd suggest that I was just keeping him from Alex. I did call 911 after Alex directly threatened me which is a matter of police record.



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## Nanny Pay

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Alex Howard <alexhoward@ieee.org>  
To: Liz Roney <liz.roney@gmail.com>

Sat, Nov 28, 2020 at 5:39 PM

Liz,

I think the mistake is that you believe we have shared finances or rather that my income is your income - it is not. We have shared expenses which to this point you have not yet ever fulfilled your obligation. What is this household income you mention? That has never been a thing for us. There are a lot of assertions and desires in your email that are not factually true.

You have spent my income as though it is yours FSA, HSA, etc. I explained that because you are pursuing a divorce that I will no longer be covering your share of expenses.

I have been paying Brittany, using my FSA funded by withholding from my paycheck with the agreement that you would be paying your share of expenses. That has not happened and the FSA is expended. In fact, I have covered far more than my share of nanny expenses which have exceeded your contributions to the household bills.

I don't understand how you can afford a month long vacation, taking my baby son away from me during his birthday and over Thanksgiving, but not be able to pay your expenses?

Because we made a commitment to Brittany before your last minute vacation to take Asher from me, I will figure out a way to pay her for this past week. Asher is the priority here. BUT, Let me be clear - you will be paying her for the entirety of December so plan accordingly. Also, I expect that you will pay your expenses in full - if you can afford a month vacation, you can pay your bills. Lastly, I need you to return the HSA debit card as I cannot trust you to use it for Asher only - there has been ~\$1,000 spent since the summer for your acupuncture, chiropractic, and dentistry. Again, my finances are not yours and the HSA is withheld singularly from my paycheck.

We can see how far the attorneys are able to negotiate the amicable divorce and figure out how to pay Brittany in 2021.

Final note - Today is Maren's birthday, I thought that you and your family would have treated her better than you did me on my birthday. Call or text her, she notices that she hasn't heard anything.

Alex

On Sat, Nov 28, 2020 at 6:03 PM Liz Roney <liz.roney@gmail.com> wrote:

Alex,

Regarding your texts sent yesterday about breaking the precedent on the way the nanny has been paid since her hire:

Telling me, on the day that her weekly pay is due, that you are not going to be paying her is irresponsible. We risk losing her services which would be unfortunate at any time.

However, considering our current circumstances, both of our priorities should be maintaining a healthy environment for Asher. Brittany has been a source of consistency and love for him, and jeopardizing her services is not in the best interest of Asher, especially in this difficult and tumultuous time.

We discussed months ago that Brittany would be paid via your Venmo account and reimbursed from the FSA provided by your employer with funds, that we agreed as a family, would be withheld from our household income to be applied to childcare.

I do not have access to the FSA account, nor do I have any transparency into the way that money has been managed. As such, if the account is dry, as you suggested in a text today, I was not in a position to help collaboratively and proactively come up with a plan for that before it happened.

ENCLOSURE (13)

Additionally, you claim to have told Brittany that I would be sending her money without talking to me first. Are you truly committed to an amicable and respectful parting? Your actions suggest otherwise and, it seems, are intentionally aiming to position me in a bad light. All this overshadowed by your exposing Asher to the potential for more change and loss. Things he will have too much of during a divorce as it is.

I simply cannot come up with the money to pay Brittany with the same day's notice. It is not possible without creating an extreme financial hardship.

It is not reasonable for you to make a unilateral decision about this. Therefore, I propose a collaborative solution where you pay her \$400 and I will pay \$200. This is still a hardship since I am being blindsided with an additional expense, which should have already been factored into our family and household budget. I further do not agree to this as an ongoing arrangement.

Please respond or I will assume agreement and that payment will be completed to Brittany by COB Monday Nov 30th.

Liz

# NURTURE



## WHOLE HEALTH REPRODUCTIVE ACUPUNCTURE

57 Old Road to Nine Acre Corner  
Concord, MA 01742

January 7, 2021

To Whom It May Concern:

I have had the pleasure of treating Elisabeth Howard on and off since October of 2019 when she first came in to receive acupuncture treatments in support of her pregnancy.

After a gap of time due to the birth of her son as well as the pandemic, she started coming in for treatments again in August of 2020. There was a marked difference in her stress and anxiety levels and she was suffering from severe insomnia. She also experienced other pain related issues that I suspect were exacerbated by the stress. I have been treating her for these issues for the past 5 months and while she seems to respond well to acupuncture and herbal medicine, it is very apparent that her external circumstances are causing severe internal distress.

Please contact me if there are any questions regarding this evaluation.

Sincerely,

(b)(6), (b)(7)c

NPI # 1235544800  
Tax ID: 46-5088832  
978.610.6247

(b)(6), (b)(7)c



Name: Liz Howard | DOB: 8/7/1985 | MRN: 71524551 | PCP: Sharon Shung, MD

## Letter Details



Dedham Medical Associates  
Granite Medical Group  
Harvard Vanguard Medical Associates  
PMG Physician Associates

Maryalice Wolfe, MD  
Burlington Obstetrics and Gynecology  
20 Wall Street  
Burlington MA 01803-4758  
781-221-2940 (phone); 781-221-2854 (fax)

June 25, 2021

Re:  
Liz Howard  
43 Fifty Acre Way  
Carlisle MA 01741

To Whom it may concern:

Elizabeth Howard has been under my care for pelvic pain. Pelvic floor muscle pain and tension were noted on exam. Workup of her pain has revealed that significant stress and anxiety were primary factors in her condition.

Sincerely,

(b)(6), (b)(7)c MD

*This letter was initially viewed by Liz Howard at 10/14/2021 10:58 AM.*

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Carlisle Police Department  
Incident Report

Page: 1  
10/29/2021

Incident #: 21CAR-16-OF  
Call #: 21-965

Date/Time Reported: 01/29/2021 1113  
Report Date/Time: 01/29/2021 1159  
Occurred Between: 01/29/2021 0700-01/29/2021 1159  
Status: No Crime Involved

Reporting Officer: Officer CHRISTIAN SEMINATORE  
Approving Officer: Lieutenant LEO CROWE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
		M	W	44	529-65-8257	801-231-4845

1 HOWARD, ALEXANDER DAVID  
43 FIFTY ACRE WAY  
CARLISLE MA 01741

Military Active Duty: Y  
HEIGHT: 600  
BODY: MEDIUM  
DOB: 08/06/1976  
LICENSE NUMBER: MA SA1600170  
LOCAL ID: LTC#0267

WEIGHT: 190

HAIR: UNKNOWN OR COMPLETELY BALD  
COMPLEXION: NOT AVAIL.  
PLACE OF BIRTH: , UT  
ETHNICITY: NOT HISPANIC

EYES: HAZEL

[CAUTIONS]

Caution Type  
FIREARMS LICENSE HOLDER  
FIREARMS HOLDER/IN PROCESS OF OBTAINING LTC

Start Date  
12/20/2020  
End Date

[CONTACT INFORMATION]

Cell Phone (Primary) 801-231-4845  
E-Mail Address alexhoward@ieee.org

[APPEARANCE]

GLASSES WORN: NO  
FATHER'S NAME: HOWARD, DAVID  
MOTHER'S NAME: JOHAN, KIMBERLY  
EMPLOYER/SCHOOL: RAYTHEON BBN TECHNOLOGIES · 617-873-5022  
10 MOULTON ST  
CAMBRIDGE MA 02138  
OCCUPATION: SCIENTIST

# EVENTS (S)

LOCATION TYPE: Residence/Home/Apt./Condo Zone: CARLISLE  
43 FIFTY ACRE WAY  
CARLISLE MA 01741



Carlisle Police Department  
Incident Report

Page: 2  
10/29/2021

Incident #: 21CAR-16-OF  
Call #: 21-965

# EVENTS(S)

1 VERBAL DISPUTE

# VICTIM(S)

SEX	RACE	AGE	SSN	PHONE
F	W	35	585-81-3295	857-319-8560

1 HOWARD, ELISABETH M  
43 FIFTY ACRE WAY  
CARLISLE MA 01741

DOB: 08/07/1985  
ETHNICITY: Not of Hispanic Origin  
RESIDENT STATUS: Resident  
VICTIM CONNECTED TO OFFENSE NUMBER(S): 1  
CONTACT INFORMATION:  
E-Mail Address liz.roney@gmail.com  
CallBack Number (Primary) 857-319-8560

## NARRATIVE FOR OFFICER CHRISTIAN SEMINATORE

Ref: 21CAR-16-OF

Entered: 01/29/2021 @ 1257

Entry ID: CSEMI

Modified: 01/29/2021 @ 1420

Modified ID: CSEMI

Approved: 02/01/2021 @ 1152

Approval ID: LCROW

On 01/29/21 at approximately 0715 hours, while assigned to my 0800-1600 patrol shift, I (Ofc. Christian Seminatore) was given a phone call from Dispatcher Gracy regarding a woman who was looking for advice about a domestic issue. I answered the phone and spoke with a Ms. Elizabeth Howard (DOB-08/07/85) from 43 Fifty Acre Way. I am familiar with this party from a past domestic (See case #20CAR-239-OF) back in January. I identified myself and she stated that her husband, Alexander Howard (DOB-08/06/76), and she had recently had another argument in front of their 13 month old child. She said that Mr. Howard had pushed her out of the way while he was interacting with the couple's son, Asher (DOB-11/14/19). She said "He elbowed me twice to get out of the way." She stated that she didn't want to go into great detail but asked "Can I come in and talk to an Officer later." I asked her if she was hurt and she said "No." I asked if she was safe or in fear of her life and she answered "No, I'm fine but please don't come by the house. I don't want this to escalate. Once the baby sitter is here, I'll come by." I told her we (Police) could be right over and she said, "No, I'm ok, can I just come talk to you around 10:00." I again gave her my name and told her I'd speak with her later, but advised her that if anything should change to call 911 and we'd be there immediately.

Ms. Howard arrived at the Carlisle Police Department at approximately 1113 hours where I escorted her into the PD's library for an interview. She reiterated the conversation from this morning and I asked her how did Mr. Howard elbow you? She stated "While Alex was changing the baby, Asher began crying. I merely went over to comfort him because his hand we outstretched towards me." She then stated "When I got closer, Alex got between Asher and I and pushed me away with his elbow. When I tried to get close to the baby again, he elbowed me a second time, both times were in the ribs. He then postured and said "Try to come near him (Asher) again." I asked if she was hurt and she again answered "No, I'm sure I wouldn't even be able to find a bruise." She then stated "I left Asher's room, went to my room and that's when I called you (Police) this morning." I told her that during our earlier phone call that I heard her say, "Alex, I'm on the phone." She explained that once she left the the baby's room, Alex finished changing Asher and then brought the child to her "trying to figure out who I was on the phone with." She then explained that due to Covid, they are both working from home, and after he dropped the baby off with her, he went into his "Office space" to work.

She explained that she and Alex both, have their own attorneys, and have begun the filing process for divorce. They are currently separated but living together. They both have their own separate rooms and share the rest of the house. She continued to say that she had spoken with her Mother this morning and explained what had taken place and her Mother's comment were "It's beginning to escalate." Ms. Howard wanted to document what had transpired today. She stated that she's not afraid of Mr. Howard yet, but she is getting nervous about what he could possibly do if ever provoked. She explained that Mr. Howard is a Marine reservist and "does have a lot of guns in the house." She also explained that they both have Top Secret Clearances with their jobs, something that she takes very seriously. Ms. Howard stated "I don't want to lose my clearance because of him." She continued by saying "He just does and says awful things around the baby. When I asked him (Alex) to watch Asher, he makes remarks like "No, I'll just leave him in the bathroom and maybe he'll get into the cleaning chemicals." She stated "When I asked him to help me with the baby, its always on his terms. If he doesn't want to help, he makes remarks like "Let's see if he can climb the stairs by himself." (Stairway is approx. 14 steps of uncarpeted hard wood floor.) She stated that Mr. Howard uses the Asher as a weapon to upset her constantly.

I advised Ms. Howard of her 209A rights and she explained that she was already in touch with Domestic Violence Support Network (DVSN) from speaking with Sgt. Andrew Booth on the last call for service at her home. I again assured her that if she needed the Police to call 911 and we would be there immediately.

## Carlisle Police Department

NARRATIVE FOR OFFICER CHRISTIAN SEMINATORE

Ref: 21CAR-16-OF

Entered: 01/29/2021 @ 1257	Entry ID: CSEMI
Modified: 01/29/2021 @ 1420	Modified ID: CSEMI
Approved: 02/01/2021 @ 1152	Approval ID: LCROW

Ms. Howard gave he two (2) stapled sheets of paper to keep in this file regarding things that Mr. Howard has done in the past. I told her that I would add it to the case file.

End Report.....Ofc. C. Seminatore #20